


City of Hillsboro

Downtown Sidewalk Repairs
Phase 2

Project #10088



Engineering Division
150 E Main Street, Fourth Floor
Hillsboro, OR 97123
Phone: 503-681-6416

April 18, 2013		CITY OF HILLSBORO, ENGINEERING DIVISION			
		INVITATION TO BID FOR PUBLIC IMPROVEMENTS BID SUBMITTED BY: _____			
BID NO.:	10088	BID CLOSING/OPENING DATE AND TIME:		May 9, 2013	2:00 PM
DESCRIPTION:		Downtown Sidewalk Repairs Phase 2			
PROJECT MANAGER:		Doug Gresham	PHONE:	(503) 681-6238	FAX: (503) 681-6245
		E-MAIL:	doug.gresham@hillsboro-oregon.gov		
PREBID CONFERENCE:		NO			

THIS PROCUREMENT IS FORMAL. FAXED BIDS WILL NOT BE ACCEPTED.

SEALED BIDS will be received until the BID CLOSING DATE and TIME noted above by the City of Hillsboro at:

CITY OF HILLSBORO
PUBLIC WORKS DEPARTMENT – ENGINEERING DIVISION
150 EAST MAIN STREET, FLOOR #4
HILLSBORO, OR 97123

POINT OF CONTACT: All questions concerning the bidding, material or technical requirements should be directed to the Project Manager listed above. For Copies of the Bid Documents please contact the Project Manager listed above (or): Public Works Department, Engineering Division at 503-681-6146

BIDDER'S NOTE: The following is a proposed estimated price range \$90,000 - \$120,000

FOR MORE INFORMATION please refer to Section I "Instructions to Bidders".

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*** THE ENTIRE BID BOOK IS TO BE RETURNED ***

WHEN RETURNING THE ENTIRE BID BOOK THE ITEMS MARKED WITH AN "X" INDICATES PAGES TO BE COMPLETED (SEE NOTE1)			PAGE
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X	Signature Page/Construction Contractors Board Registration	X	10
XI.	First Tier Subcontractor Disclosure Form	X	11
ATTACHMENTS: The following attachments are hereby incorporated by reference:			
• Special Specifications			
• Drawings (Consisting of 8 Pages and/or dated April 19, 2013)			
• City of Hillsboro Standard Terms & Conditions for Public Improvement Contracts (Rev. June, 2011)			
PREVAILING WAGE RATES: incorporated by reference P W R. for Public Works Contracts in Or. (BOLI, Rev. JANUARY 1, 2013 available at: http://www.oregon.gov/BOLI/WHDPWR/pwr_book.shtml)			N/A
NOTE 1: Bidder is responsible for completing and returning any page(s) in any attachment(s) which require a response. (THE ENTIRE BID BOOK IS TO BE RETURNED)			

ADVERTISEMENT

CITY OF HILLSBORO INVITATION TO BID

Downtown Sidewalk Repairs Phase 2

Project # 10088

Sealed bids will be received only at the office of the City of Hillsboro Public Works Engineering Division, 150 E Main St, Fourth Floor, Hillsboro, Oregon 97123, by Douglas Gresham, Project Manager, before 2:00 p.m. on Thursday, May 9, 2013 (Bid Closing). The bids will be opened (Bid Opening) immediately after the stated Bid Closing time. Within two (2) hours of the bid closing, before 4:00 p.m., Thursday, May 9, 2013, all bidders must have submitted their First Tier Subcontractor Disclosure form.

The general nature and approximate quantities of work shall include furnishing all equipment, materials and labor required to install the following:

The City is contracting the following sidewalk repairs.

Furnish all equipment, materials, and labor to complete the removal and replacement of 13 street trees, removal and replacement of approximately 4500 square feet of stamped colored and plain concrete sidewalks, remove and replace approximately 86 water meter boxes, modify the irrigation system in 13 locations, and all other associated work items, restoration, and repair work.

Contract documents may be obtained from the office of the Public Works Engineering Division, 150 E Main St, Fourth Floor, Hillsboro, Oregon 97123, for \$10 (non-refundable) plus postage for mailing. Please call (503)-681-6146 for additional information. Documents will also be available on the City's website at www.ci.hillsboro.or.us.

This contract will be for a Public Work which makes it subject to ORS 279C.800 to 279C.870 (prevailing wage laws, Oregon Bureau of Labor & Industry)

Each bid must contain a statement as to whether the bidder is a resident bidder as defined in ORS 279A.120.

Each bid must also contain the Contractor's Oregon Construction Contractors Board (CCB) registration number.

The bidding documents may be reviewed at the above address or at many of the area plan centers or on the City's Website.

All bidders must be prequalified. Bidders must demonstrate the ability to perform the type of work that is required for this project through the prequalification application. Prequalification applications must be submitted twenty four (24) hours in advance of the bid submittal time and date noted above. Prequalification applications may be obtained at the address given above.

The City of Hillsboro reserves the right to reject any bid not in compliance with all prescribed public contracting procedures and requirements and may reject for good cause all bids upon a finding of the City of Hillsboro that it is in the public interest to do so and at its sole option may waive any minor informalities in any bid..[ORS 279C365(1)]

Dated this 16th day of April, 2013

CITY OF HILLSBORO



City Recorder

Please Publish:

Argus: April 19 and 23, 2013

Daily Journal: April 19 and 24, 2013

Hillsboro Chamber of Commerce

SECTION I. INSTRUCTIONS TO BIDDERS:

All bids are subject to the provisions and requirements of the City of Hillsboro Public Contracting Ordinance, Administrative Rules, City of Hillsboro *Standard Conditions for Public Improvement Contracts*, the Oregon Revised Statutes and the Attorney General's Model Public Contract Rules .

1. **BID DOCUMENTS:** (A) Bidders shall be responsible for obtaining all bid documents, including all attachments and/or addenda for the Invitation to Bid.

(B) Failure of the bidder to obtain all of the documents, including attachments and/or addenda could result in bid rejection due to failure of the Bidder to have all of the bid information or failing to return any required documents with their bid.

(C) In order to be added to the Planholders List, Bidders must register with the City Department issuing this ITB.

(D) Failure of a Bidder to register could result in bid rejection due to failure of the Bidder to have all of the bid information or failing to return any required documents with their bid.

(E) Bidders may also request copies of bid documents by e-mail, telephone or fax from the person or firm listed on page one of this Invitation to Bid.

2. **APPLICABLE STANDARD CONDITIONS:** The Standard Conditions which apply to the work on this project are found in the latest edition of the City of Hillsboro *Standard Terms & Conditions for Public Improvement Contracts*. The Bidder shall obtain and become acquainted with the applicable provisions of these Standard Conditions. This document is available from the Department issuing the bid.

3. **PROTEST OF SPECIFICATIONS OR CONTRACT TERMS:** A bidder who believes bid specifications are unnecessarily restrictive or limit competition may submit a protest, in writing, to the City. To be considered, protests shall be received at least five (5) days before the bid closing date.

The right to protest bid specifications and/or contract terms is provided in OAR 137-049-0260, as a provision for "checks and balances" on the ITB. The City shall promptly respond to each written protest, and where appropriate, issue all revisions, substitutions, or clarifications via addendum(s).

Envelopes containing bid protests shall be marked as follows:

**BID SPECIFICATION PROTEST
BID NUMBER, CLOSING DATE**

Protest of technical or contractual requirements shall include the reason for protest, supported by documented factual information, and any proposed changes to the requirement.

4. **BID SUBMISSION:** Sealed bids, containing a minimum of one (1) original signed bid response including any addenda which require signature, shall be received

and date and time-stamped by the City prior to bid closing. No bid received after bid closing date and time shall be considered. To ensure that your bid receives priority treatment within our mailing system, your bid should be labeled with the following information:

BID #, BID DUE DATE & TIME: 05/09/13 2:00 PM

**Doug Gresham
CITY OF HILLSBORO
Public Works Department – Engineering Division
150 EAST MAIN STREET, FLOOR #4
HILLSBORO, OR 97123**

The City is not responsible for the proper identification and handling of any bid not submitted in a timely manner.

5. **SIGNATURE ON BID:** Bids shall be signed in ink by an authorized representative of the bidder. Signature on a bid certifies that the bid is made without connection with any person, firm or corporation making a bid for the same goods and/or services and is in all respects fair and made without collusion or fraud. Signature on a bid also certifies that the bidder has read, fully understands and agrees with all bid specifications, terms and conditions. No consideration will be given to any claim resulting from bidding without fully comprehending all requirements of the Invitation to Bid.

Bidders shall only enter information within the bid document where it is requested or required. Bidders shall not make any alterations to the Original Solicitation Document. Any bid that has been altered may be rejected.

6. **BID WITHDRAWALS:** No bidder may withdraw a bid after the deadline set for bid closing unless award is delayed for a period exceeding thirty (30) days.

7. **BID OPENING:** Bids received in response to this Invitation to Bid shall be publicly opened at the scheduled bid opening, where the date; time and place are noted on page one (1) of this Invitation to Bid. Bidders who attend the bid opening shall be informed only of the names of bidders submitting bids and the total bid price. No other information shall be available at that time. Award decisions will NOT be made at the bid opening.

8. **INVESTIGATION OF REFERENCES:** the City reserves the right to investigate the references and the past performance of any bidder with respect to its successful performance of similar services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, subcontractors, and workers. The City may postpone the award or execution of the contract after the announcement of the apparent successful bidder in order to complete its investigation. The City reserves the right to reject any bid response or

to reject all bid responses at any time prior to the City's execution of contract, upon good cause and upon the City finding that it is in the public interest.

9. INTENT TO AWARD NOTICE: Pursuant to OAR 137-049-0450(3), the City reserves the right to announce the Intent to Award prior to the formal bid award by a Bid Tabulation Sheet by faxing or mailing the Bid Tabulation Sheet to all bidders. This shall serve as a notice to all bidders of the City's intent to make the award to the lowest responsible and responsive bidder(s). Bidders shall have five (5) days within which they can view the bid file(s) by appointment or request any clarifications, etc. concerning the award(s). After the expiration of this five (5) day period, the City shall proceed with the formal award of the contract(s).

10. PROTEST OF AWARD: Bidders shall have five (5) days, after the City announces their intent to award, within which to file a written protest. OAR 137-049-0450 provides that the protest must specify the grounds upon which the protest is based. The City will not accept protests submitted more than five (5) days after the intent to award notice. (See also the City of Hillsboro Standard Terms and Conditions, Part III #15)

11. PRIOR ACCEPTANCE OF DEFECTIVE PROPOSALS: Due to limited resources, the City generally will not completely review or analyze any bid response which on its face fails to comply with the requirements of the bid documents or which clearly is not the best bid, nor will the City generally investigate the references or qualifications of those who submit such bid responses. Therefore, neither the release of a bidder's bid bond, the return of a bid response, nor acknowledgment that the selection is complete shall operate as a representation by the City that a response was complete, sufficient, or lawful in any respect.

12. NOTICE OF AWARD: After expiration of the five (5) day period and resolution of all protests, the City will proceed with final award. The successful bidder(s) will be given a notice of award following authorization by the Hillsboro City Council or other governing body.

13. COMMENCEMENT OF WORK: Contractor shall commence no work under this contract until all certificates of insurance, as required in Section III, have been provided and a Notice to Proceed has been issued by the City.

SECTION II. SPECIAL TERMS AND CONDITIONS

Any additional terms and conditions contained within the City of Hillsboro *Standard Conditions for Public Improvement Contracts* are incorporated into and made a part of this section by this reference. It is the responsibility of the bidder to be familiar with all terms and conditions contained within both documents.

1. DEFINITIONS: (See also COH Standard Terms and Conditions)

"Contractor" means the Person, including a Consultant as defined in OAR 137-048-0110(1), with whom the City enters into a Contract.

"The City" means the City of Hillsboro.

"The City Purchasing Office" means the Purchasing Division of the City of Hillsboro.

"Days": if not preceded by any other designation means calendar days, including weekdays, weekends and holidays. "Business Days" means Monday through Friday excluding City of Hillsboro holidays. "Working Days" are designated as the days that work is done or can be done on the project.

2. HEADINGS: The section headings in this Contract are included for convenience only; they do not give full notice of any portion of the terms of this Contract and are not relevant to the interpretation of any provision of this Contract.

3. BIDDER CERTIFICATIONS: (A) Bidder certifies that this bid has been arrived at independently and has been submitted without any collusion designed to limit independent bidding or competition.

(B) Bidder certifies compliance with State of Oregon statutory requirements governing registration of corporations and/or assumed business names.

4. DISCLOSURE OF CONFLICT OF INTEREST: All bidders shall disclose, on the Invitation to Bid, any relationship to the manager or person in charge of evaluating the contract performance. Failure to disclose such information may be grounds for termination of the contract.

5. PREVAILING WAGE RATES (PWR)-BOLI REQUIREMENTS: The Contractor and all subcontractors shall comply with the provisions of ORS 279C.800 through 279C.870, relative to Prevailing Wage Rates established by the Bureau of Labor and Industries (BOLI), as outlined in Sections C.1 and C.2 of the General Conditions when the contract price exceeds \$50,000 or when \$2,000 or more of Federal funds are used.

This ITB and the resulting Contract are subject to the BOLI requirements and the "PREVAILING WAGE RATES for Public Works Contracts in Oregon." The BOLI wage rates referenced for this ITB are listed on page one of this ITB. The Work will take place in Washington County, Region 2. The BOLI PWRs are to be found at:
http://www.oregon.gov/BOLI/WHDPWR/pwr_book.shtml

6. BID SECURITY: a 10% Bid Bond is required for this project. Contractor shall have ten (10) days to provide the required certificates of insurance, a 100% performance bond, and a 100% payment bond from the date of the "Notice of Intent to Award." If the contractor fails to provide the required certificates of insurance and performance bond and payment bond, the bid bond or other security required to be submitted with this bid shall be forfeited to the City of Hillsboro. (See City of Hillsboro "Standard Terms & Conditions" for form and additional information.)

7.1 PERFORMANCE BOND AND PAYMENT BOND: A 100% Performance Bond and 100% Payment bond to be submitted on the City of Hillsboro Performance Bond Payment Bond forms are required for this project.[ORS 279C.380] (See City of Hillsboro "Standard Terms & Conditions" for forms and additional information.)

7.2 WARRANTY BOND: A warranty bond submitted on the City of Hillsboro warranty bond form is required for this project [HMC 2.56.100] before the final payment on the contract is issued. The warranty security furnished by the Contractor for the work performed will be ten percent (10 %) of the original contract amount to guarantee replacement and repair of the public improvements as described in the contract for a period of one year following the issuance of the written Notice of Substantial Completion. (See City of Hillsboro "Standard Terms & Conditions" for form and additional information.)

8. METHOD OF AWARD: Award shall be made to the lowest responsive and responsible bidder for the total of the items selected for award. The City reserves the right to withdraw any item(s) from award consideration if it is in the best interest of the City.

9. CONTRACT PROVISIONS BINDING: The provisions of this contract shall be binding and shall supersede those of any other document concerning transactions conducted under this contract between CONTRACTOR and the CITY.

10. AMENDMENTS: The terms of this contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the City Purchasing Office.

11. RESPONSIBILITY FOR DAMAGES/HOLD HARMLESS: Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay that may be caused by, or

result from, the carrying out of the Work to be done under this Contract, or from any act, omission or neglect of the Contractor, his subcontractors, personnel, or agents, and the Contractor shall indemnify, defend and hold harmless the Owner against any claims arising from said damage, injury, loss or expense.

12. HAZARD COMMUNICATION: Products which contain hazardous chemicals, as defined by Oregon Administrative Rules Chapter 437, must be labeled, tagged or marked with the following information:

- (A) Identity of the hazardous chemical(s);
- (B) Appropriate hazard warning; and name and address of the chemical manufacturer, importer or other responsible party.

Upon request, Contractor shall provide a Material Safety Data Sheet, as required by CHAPTER 437-002-360 (35), 29 CFR 1910.1200, for any item included in this contract which contains hazardous chemicals.

Bidders should address questions about the Administrative Rules referenced in this section to the Department of Consumer and Business Services, Oregon Occupational Health & Safety Administration Section, Labor and Industries Building, Salem, Oregon 97310, (800) 922-2689, FAX: (503) 947-7463.

13. CONTACT PERSON: Contractor shall designate one or more person(s) responsible for Contractor's work under this contract. Contractor shall provide to the City the names, addresses and telephone numbers of such person(s) and shall keep this information current at all times.

14. NONDISCRIMINATION: Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

15. AWARD TO FOREIGN CONTRACTOR: If the amount of this contract exceeds \$10,000 and if Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this contract. The City shall withhold

final payment under this contract until Contractor has met this requirement.

16. SECURITY OF DOCUMENTS AND PROPERTY: All City property, materials and documents and all personal property of the City employees are to be left undisturbed and are not to be handled, read or otherwise used by Contractor or Contractor's employees. Contractor shall consider all documents confidential. Any disclosure of confidential information or removal of City property by Contractor or Contractor's employees shall be cause for immediate contract cancellation. Any liability, including but not limited to, attorney fees, arising from any action or suit brought against the City because of Contractor's willful or negligent release of information, documents or property shall be borne by Contractor.

17. SILENCE OF SPECIFICATION: The apparent silence of this specification and supplemental specification as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only materials and workmanship of first quality are to be used.

18. LIQUIDATED DAMAGES. Failure to complete the Project by the specified time will result in damages to the City. The parties to this contract agree that establishing the exact amount of damages the City will incur will be difficult. In order to compensate the City, the parties to this contract have estimated the amount the City would be damaged for every calendar day completion is delayed. Consequently, the Contractor agrees to pay the City the sum of \$400 per day, not as a penalty but as liquidated damages, for each day elapsed beyond the Substantial Completion date set forth in the bid document. The total liquidated damages shall be deducted from the final payment due the Contractor. The City may waive its right to claim part or all of the liquidated damages due under this provision, but such full or partial waiver shall not negate or abridge any other right of action the City may have to enforce the provisions of this Contract. Contractor will not contest such sums as being other than a reasonable measure of delay damages in the event those damages become payable under these provisions.

SECTION III. INSURANCE REQUIREMENTS
(Also See Part VI Section G COH Standard Terms and Conditions)

The apparent low bidder shall provide all required proof of insurance and bonding (See *City of Hillsboro Standard Terms & Conditions*) to the Department issuing the Bid within ten (10) days from the date on the "Notice of Intent to Award." Failure to present the required documents within ten (10) days may be grounds for bid rejection.

Insurance Coverages-The following insurance coverages and dollar amounts are required pursuant to this Subsection:

Insurance Coverages	Combined Single Limit Per Occurrence	Annual Aggregate Limit
Commercial General Liability	\$1,000,000	\$2,000,000
Commercial Automobile Liability	\$1,000,000	\$2,000,000
Extended Coverage shall be for a Minimum of three (3) years after Final Completion (see G.4.1 COH Standard Terms & Conditions.)		

Additional Insured: Add the following as Additional Insureds under the Contract:

- "The City of Hillsboro its elected and appointed officials, officers, agents, employees and volunteers"

Each Bidder (offeror) must read and comply with the following Sections. Failure to do so may result in bid/proposal (offer) rejection.

SECTION IV. RESIDENCY INFORMATION

ORS 279A.120(2) states "For the purposes of awarding a public contract, a contracting agency shall: (a) Give preference to goods or services that have been manufactured or produced in this state if price, fitness, availability and quality are otherwise equal; and (b) Add a percent increase to the bid of a nonresident bidder equal to the percent, if any, of the preference given to the bidder in the state in which the bidder resides."

"Resident bidder" means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a "resident bidder" [ORS 279A.120(1)(b)].

"Non-resident bidder" means a bidder who is not a "resident bidder" as defined above [ORS 279A.120(1)(b)].

Check one: Bidder is a ☐ RESIDENT bidder ☐ NON-RESIDENT bidder.

SECTION V. CERTIFICATION OF COMPLIANCE WITH DISCRIMINATION LAWS

By my signature in Section X of this ITB, I hereby attest or affirm under penalty of perjury that I am authorized to act on behalf of Contractor in this matter, and to the best of my knowledge the Contractor has not discriminated against minority, women or emerging small business enterprises certified under ORS 200.055, in obtaining any required subcontract or against a business enterprise that is owned or controlled by or that employs a disable veteran as defined in ORS 408.225.

SECTION VI. CERTIFICATION OF COMPLIANCE WITH OREGON TAX LAWS

By my signature in Section X of this ITB, I hereby attest or affirm under penalty of perjury that I am authorized to act on behalf of Contractor in this matter, that I have authority and knowledge regarding the payment of taxes, and that Contractor is, to the best of my knowledge, not in violation of any Oregon Tax Laws.

For purposes of this certificate, 'Oregon Tax Laws' means those programs listed in ORS 305.380(4) which is incorporated herein by this reference. Examples include the state inheritance tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, timber taxes, cigarette tax, other tobacco tax, 9-1-1 emergency communications tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue (Lane Transit District Self-Employment Tax, Lane Transit District Employer Payroll Tax, Tri-County Metropolitan Transit District of Oregon "Tri-Met" Employer Payroll Tax, and Tri-Met Self-Employment Tax).

SECTION VII. VERIFICATION OF RESPONSIBILITY

The City reserves the right, pursuant to ORS 279C.375 and OAR 137-049-0390, to investigate and evaluate, at any time prior to award and execution of the contract, the lowest bidder's (apparent successful offeror's) ability to perform the contract. Submission of a signed offer shall constitute approval for the City to obtain any information the City deems necessary to conduct the evaluation. The City shall notify the apparent successful offeror, in writing, of any other documentation required. Being a responsible bidder may include having the appropriate financial, material, equipment, facility and personnel resources and expertise, or ability to obtain the resources and expertise to perform the contract. Contractor shall have a satisfactory record of contract performance. The Contractor shall also have a satisfactory record of integrity. An unsatisfactory record of integrity may include previous violations of state environmental laws or a false certifications made to any Public Agency. The Contractor is to be qualified legally to contract with the City of Hillsboro. Failure to promptly provide any requested information may result in bid/proposal rejection.

The City may postpone the award of the contract after announcement of the apparent successful offeror in order to complete its investigation and evaluation. Failure of the apparent successful offeror to demonstrate responsibility, as required under ORS 279C.375 and OAR 137-049-0390, may render the offeror non-responsible and shall constitute grounds for offer rejection.

SECTION VIII. DRUG TESTING POLICY CERTIFICATION

DRUG-TESTING POLICY CERTIFICATION:

By my signature in Section X of this ITB, I hereby attest or affirm under penalty of perjury that I am authorized to act on behalf of Contractor in the matter, and to the best of my knowledge the Contractor has a drug-testing program in place which applies to all employees. Contractor shall maintain a drug-testing program at all times during the performance of the Contract awarded. Failure to maintain such a program shall constitute a material breach of contract.[ORS 279C.505]

BID ITEMS

SECTION IX BID PROPOSAL FORM					
Furnish all equipment, materials, and labor to complete the work listed below.					
Downtown Sidewalk Repairs					
NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
1	Move-in, Bond, Insurance	L.S.	all		
2	Traffic Control	L.S.	All		
3	Saw Cut existing A.C. and Concrete water meter sawcut	L.F.	3120		
4	Remove Existing Concrete Sidewalks Water Meter sidewalk panels	SF	5058		
5	Remove and Replace Street Tree				
5a	Remove Existing Tree	EA	13		
5b	3" Caliper Paperbark Maple	EA	6		
5c	3" Caliper Princeton Sentry Ginkgo	EA	3		
5d	3" Caliper Capitol Pear	EA	4		
	Construct 3' Concrete Root Barrier	LF	163		
7	Relocation of Underground Irrigation Systems	EA	13		
8	Remove and Reinstall Sign with Breakaway Support	EA	5		
9	Remove and Replace Existing Water Meter Box	EA			
	12 x 20 meter box		74		
	17 x 30 meter box		12		
10	Furnish and Install 3-1/2" Conc. Plain Sidewalks (includes 3/4" minus base rock)	sq. ft.	1325		
11	Furnish and Install 3-1/2" Conc. Red Stamped Sidewalks (includes 3/4" minus base rock)	sq. ft.	1033		
12	Replace Curb on Existing Gutter	L.F.	7		
13	Cleanup and Restoration of Existing Landscaping	L.S.	1		
			TOTAL		
METHOD OF AWARD: Award shall be made to the lowest responsive and responsible bidder for the total of the items selected for award. Award shall be made to one bidder and one bidder only. The City reserves the right to withdraw any item(s) from award consideration if it is in the best interest of the City to do so.					

SECTION X. SIGNATURE OF BIDDER'S DULY AUTHORIZED REPRESENTATIVE

THIS OFFER MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF THE OFFEROR. ANY ALTERATIONS OR ERASURES TO THE OFFER MUST BE INITIALED IN INK BY THE UNDERSIGNED AUTHORIZED REPRESENTATIVE.

The undersigned acknowledges, attests and certifies individually and on behalf of the Offeror that:

- (1) He/she is a duly authorized representative of the Offeror, has been authorized by Offeror to make all representations, attestations, and certifications contained in the bid/proposal document and all addenda, if any issued, and to execute this bid/proposal document on behalf of Offeror;
- (2) Offeror, acting by its authorized representatives, has read and understands all bid/proposal instructions, specifications, and terms and conditions contained in this bid/proposal document (including all listed attachments and addenda, if any issued);
- (3) Offeror certifies that this bid/proposal had been arrived at independently and has been submitted without collusion designed to limit independent bidding or competition;
- (4) Offeror is bound by and will comply with all requirements, specifications, and terms and conditions contained in this bid/proposal document (including all listed attachments and addenda, if any issued);
- (5) Offeror will furnish the designated item(s) and/or service(s) in accordance with the bid/proposal specifications and requirements and will comply in all respects with the terms of the resulting contract upon award;
- (6) OFFEROR WILL PROVIDE/FURNISH FEDERAL EMPLOYEE IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER WITH BID SUBMISSION.

I hereby acknowledge having received and duly considered the following addenda to the specification and the following revision or additions to the plans: Addenda No. _____ to No. _____ Inclusive.

-----RETURN THE ENTIRE BID BOOK WITH ALL REQUIRED FORMS COMPLETED-----

Bidder (COMPANY) Name _____ FEIN ID# or SSN (REQUIRED) _____

Bidder Address _____

Authorized Signature _____ Date _____

Title of Authorized Representative _____

Contact Person _____ Phone _____ Fax _____

CONSTRUCTION CONTRACTORS BOARD

(1) Offerors shall be licensed with the State of Oregon Construction Contractors Board (CCB) prior to bidding on Public Improvement Contract(s). **FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL RESULT IN BID REJECTION.**

(2) All Subcontractors participating in the project shall be similarly registered with the Construction Contractors Board at the time they propose to engage in subcontract work. The CCB registration requirements apply to all public works contracts unless superseded by federal law. Offerors SHALL provide their Construction Contractors Board (ORS 701.055) registration number below:

CONSTRUCTION CONTRACTORS BOARD REGISTRATION NO.: _____ EXPIRATION DATE OF CCB NO.: _____
(Construction Contractors Board, 700 Summer Street NE, Suite 300, Salem, Oregon 97310, telephone (503) 378-4621)

THIS SECTION TO BE COMPLETED BY THE CITY OF HILLSBORO

The City of Hillsboro, hereby awards a contract to the above bidder for the item(s) and/or service(s) designated on the bid invitation as:

Project Name: **Downtown Sidewalk Repairs Phase 2**

Alternates (if any): _____

Total Contract Price Awarded: _____ Contract # _____ Term/Expires: _____

For the City of Hillsboro MAYOR/Chairperson Utilities Commission/Director/Project Manager _____ Date _____

(the following is only needed if signed by the Mayor)

Attest: _____ CITY RECORDER _____ Date _____

SECTION XI. FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM INSTRUCTIONS

1. Pursuant to ORS 279C.370, bidders are required to disclose information about certain first-tier subcontractors when the Public Contracting Agency estimates the contract value for a Public Improvement to be greater than \$100,000 (see Disclosure Form). Specifically, when the contract amount of a first-tier subcontractor is greater than or equal to: (i) 5% of the project bid, but at least \$15,000, or (ii) \$350,000 regardless of the percentage, the bidder must disclose the following information about that subcontract within two (2) working hours after the bid closing:

- a) The subcontractor's name and,
- b) The category of work that the subcontractor would be performing.
- c) The dollar value of the work.

2. If the bidder will not be using any subcontractors that are subject to the above disclosure requirements, the bidder is required to indicate "NONE" on the accompanying form.

3. THE CITY OF HILLSBORO MUST REJECT A BID IF THE BIDDER FAILS TO SUBMIT THE DISCLOSURE FORM WITH THIS INFORMATION BY THE STATED DEADLINE.

4. A bidder shall submit the disclosure form required either in its bid submission or within two (2) working hours after Bid Closing/Opening in the manner specified by the ITB.

5. Compliance with the disclosure and submittal requirements of ORS 279C.370(2) and these Instructions is a matter of responsiveness. Bids which are submitted by Bid Closing, but for which the disclosure submittal has not been made by the specified deadline, are not responsive and shall not be considered for Contract award

6. The City of Hillsboro shall obtain, and make available for public inspection, the disclosure forms required by ORS 279C.320. The City of Hillsboro shall also provide copies of disclosure forms to the Bureau of Labor and Industries as required by ORS 279C.835. The City of Hillsboro is not required to determine the accuracy or completeness of the information submitted. Substitution of affected first-tier subcontractors shall be made only in accordance with ORS 279C.585.

SECTION XI. FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM
(ORS 279C.370)

Bids which are submitted by Bid Closing, but for which a required disclosure submittal has not been made by the specified Disclosure Deadline, are not responsive and shall not be considered for Contract award

CITY OF HILLSBORO INFORMATION:

PROJECT NAME: **DOWNTOWN SIDEWALK REPAIRS PHASE 2**
BID #: **10088** BID CLOSING/OPENING: Date: **May 9, 2013** Time: **2:00 PM**
REQUIRED DISCLOSURE DEADLINE: **TWO (2) WORKING HOURS AFTER ABOVE DATE & TIME**
Deliver Form to (Dept.): **Engineering Division**
Designated Recipient (Person): **Doug Gresham** Phone #: **503-681-6238**
Department's Address: **150 East Main Street, 4th Floor**
Hillsboro, OR 97123

INSTRUCTIONS:

The contracting Department will insert "N/A" above if the contract value is anticipated to be less than \$100,000. Otherwise this form must be submitted either with the bid or within TWO (2) working hours after the advertised bid closing/opening date and time; but no later than the DISCLOSURE DEADLINE stated above.

Unless otherwise stated in the solicitation, this document shall not be submitted by facsimile. It is the responsibility of bidders to submit this disclosure form and any additional sheets, with the bid number and project name clearly marked, at the location indicated by the specified disclosure deadline. See "Instructions to Bidders".

List below the Name and Category of Work for each first-tier subcontractor that would be furnishing labor, or labor and material, for which disclosure is required. Enter the word **"NONE"** if there are no first-tier subcontractors subject to disclosure. ATTACH ADDITIONAL SHEETS IF NECESSARY.

BIDDER DISCLOSURE:

SUBCONTRACTOR NAME	CATEGORY OF WORK	DOLLAR VALUE
1. _____	_____	\$ _____
2. _____	_____	\$ _____
3. _____	_____	\$ _____
4. _____	_____	\$ _____
5. _____	_____	\$ _____
6. _____	_____	\$ _____

The above listed first-tier subcontractor(s) are providing labor, or labor and material, with a Dollar Value equal to or greater than:

a) 5% of the total Contract Price, but at least \$15,000. [If the Dollar Value is less than \$15,000 do not list the subcontractor above.]

Or

b) \$350,000 regardless of the percentage of the total Contract Price.

Form Submitted By (Bidder Name): _____

Contact Name: _____ Phone #: _____

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GENERAL CONDITIONS

The general nature and approximate quantities of work are as follows:

Furnish all equipment, materials, and labor required to complete the removal and replacement of 13 street trees and the removal and replacement of approximately 5000 square feet of sidewalks, removal and replacement of 86 water meter boxes, and all other associated work.

1. Scope

This project consists of furnishing all labor, equipment, and materials necessary to perform and complete all work as described in these specifications, the written scope of work, and/or as shown on the plans.

2. Quantities and Schedule of Contract Prices

The quantities set forth in this contract are approximate only and the right is reserved by the City to make such increases or decreases in the quantities as may be necessary to fully and satisfactorily complete the work.

The City has budgeted \$80,000 for the sidewalk repair work relating to the damage caused by the street trees. The City may reduce or increase the amount and scope of the work to maximize the amount of repairs that can be completed without exceeding the \$80,000 budget.

Water meter box replacements and the associated concrete work are not part of the tree damaged sidewalk repairs, and are funded by the City's Water Department. Funding for water meter box replacement shall be limited to the scope shown in this contract unless directed by the water department.

Actual payment for work done under this contract will be made at the unit prices set forth in the contractor's proposal. It is neither implied nor expressly agreed that the actual amount of work to be done and paid for will correspond therewith.

The City reserves the right to choose the bid which best meets the City's need, or to reject any or all bids for good cause.

3. Prevailing Wages

This contract will be for a Public Work which makes it subject to ORS 279C.800 to 279C.870 (prevailing wage laws, Oregon Bureau of Labor & Industry). *P W R. for Public Works Contracts in Or. (BOLI, Rev. Jan1st, 2013 with April 1st, 2013 amendments available at: http://www.oregon.gov/BOLI/WHDPWR/pwr_book.shtml*

The contractor and every subcontractor must have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt. ORS 279C.830(2); OAR 839-025-0020(e)

4. **Bonding**

This contract is subject to the bonding requirements of the City's Standard Terms and Conditions. This is in addition to the Public Works Bonds as required by Oregon's Prevailing Wage Laws.

5. **Time of Award and Completion**

All bids must be submitted to the Public Works, Engineering Division Office, located at 150 E Main St, 4th Floor, Hillsboro, OR 97123, by 2pm, Thursday, May 9, 2013. This is a formal solicitation and electronic submittals (fax or email) will be accepted. Bids will be evaluated for completeness and the anticipated time of award for this work after the 5 day protest period is Friday, May 16, 2013. In the event that the low bid price exceeds the project budget, the City will negotiate a reduced scope of work.

Work shall commence by May 20, 2013 with all work within this contract completed, tested, and accepted by the City of Hillsboro by July 31, 2013.

6. **General Specifications**

All work shall conform to the written scope and/or plans and the most current versions of the "City of Hillsboro Specifications for Public Works Construction" (1987) and "City of Hillsboro Water Department Engineering and Construction Standards (2005 edition). Where applicable, specific reference may be made to "2008 Oregon Standard Specifications for Construction", Clean Water Services R & O 07-20 and AWWA Standards. All traffic control, street signing and street striping shall be in accordance with the most current "Manual on Uniform Traffic Control Devices", and the Oregon Department of Transportation (ODOT) "Oregon Temporary Traffic Control Handbook for Operations of Three Days or Less".

7. **Coordination of the Project**

This project is located in the City of Hillsboro's Downtown Business District. It is imperative that all work be done in a manner that minimizes disruptions to area businesses. The Contractor is responsible for communicating work schedules and making reasonable accommodations to affected businesses.

The contractors work plan shall prioritize the following repairs:

**E Main St, 1st to 3rd Avenue
NE 2nd Ave, Main to Lincoln
SE 2nd Ave, Main to Washington**

These blocks are used for the Tuesday and Saturday markets and see heavy pedestrian use.

The contractor shall be responsible for the overall coordination of the project. Cooperation among the various utilities, subcontractors, and surrounding businesses is necessary for the proper execution of the work. The contractor shall provide a detailed work schedule for the City Representative's approval prior to commencing work. All but incidental items shall be shown. Controlling items will be identified and starting and completion dates for each item shall be shown. The approximate number of workers and the anticipated major equipment will be shown.

In the event that work is delayed the contractor shall submit an updated schedule; showing progress to date and identifying any work that is behind schedule. The contractor will also indicate how items behind schedule will be caught up. The Contractor and the City will review the work schedule before recommencing work.

Once work begins, the contractor shall not cease daily operations until the project is completed.

8. **Work Hours**

Work hours shall be Monday through Friday, from 6am to 5pm. The following restrictions shall only apply to the blocks used by the Tuesday and Saturday Markets. The blocks used by the markets include: Main St, 1st to 3rd, and 2nd Ave, Lincoln to Washington, and 3rd Ave, west lane just north and south of Main St.

Noise intensive work shall be limited to the hours of 6am to 11am, unless approved by the City. Typical noise intensive activities include saw cutting and jack hammering. Efforts should be made to control all noise generators, especially during the lunch hour when in proximity to outdoor dining establishments.

The Saturday Farmers' Market begins on Saturday May 4th. All sidewalks used by the market shall be open and all equipment and traffic control shall be removed from the market blocks by the end of work on Friday.

The Tuesday Market begins on Tuesday June 11. All sidewalks used by the market shall be open and all equipment and traffic control shall be removed from the market blocks by 2:00pm on Tuesday.

9. **Erosion Control**

The contractor shall maintain a clean job site at all times. If the contractor is diligent, no erosion control measures may be necessary. In the event that the job site is not kept clean, the City will require the contractor to install erosion control measures as needed.

Erosion Control measures shall apply to this project, per the "Erosion Control Plans and Technical Guidance Handbook." Copies are available through Clean Water Services (CWS).

- A. All catch basins, culverts, and ditch inlets may require protection, per CWS standards.
- B. The street and sidewalks shall be kept clean at all times. Spillage of excavated material and/or backfill shall be removed immediately. **Slurry from concrete cutting shall be cleaned up immediately.**
- C. The contractor shall take any additional measures required to ensure erosion control quality standards are achieved.

There will be no payment for erosion control measures. Any measures needed are considered incidental.

10. **Spoils**

All excavated material shall become the property of the contractor. The cost of excavation, hauling, and dumping shall be included in the appropriate bid item. The contractor shall not stockpile spoils on the roadway or within the public right-of-way at any time during construction. All material shall be disposed of off-site in a legal manner. Any material spilled shall be cleaned up immediately. If the contractor fails to maintain a clean site, the City will require erosion control measure be installed at the contractor's expense.

11. **Existing Waterlines and Valves and Meters and Hydrants**

The Contractor shall not operate any waterline valves without prior approval from the City of Hillsboro Water Department. A Water Department representative shall be on site and approve the operation of all existing valves. The Water Department does not warrant existing valves to hold under test pressure. No water services shall be shut off to individual properties without Water Department approval and 48 hours written notice to affected properties.

The contractor shall not operate any fire hydrant without approval from the Water Department. If needed, a bulk water permit is available from the Water Department. The contractor shall comply with all conditions of the bulk water permit.

The contractor shall not use any private water source (such as a hose bib) without the permission of the responsible party for that water source.

12. **Access**

The contractor shall limit the time each sidewalk or vehicular access is disrupted. The contractor shall make arrangements with individual property owners or businesses, as may be required, to facilitate the work. Driveway and business access to all properties shall be restored at the end of each workday. The contractor shall notify affected properties 24 hours prior to construction.

13. **Lighting and Barricading**

The contractor shall be responsible for the protection of all excavations, projections, and obstructions. Barricading shall be placed and maintained at all times in such a manner as to protect all workers and the general public. Barricading shall meet ADA requirements when appropriate. Any work during hours without sufficient daylight shall be done under temporary construction lighting. Barricading and temporary lighting are considered incidental to the Traffic Control bid item.

14. **Underground Utilities**

The contractor shall comply with all applicable rules relating to utility locates. Areas requiring locates shall be clearly marked in white prior to calling the Utility Notification Center. **The City will not tolerate excessive and unnecessary locates painted all over the central business district. Locates shall be called in with clear and concise locations and with clear direction to the locator to limit marks to the immediate construction area, marked in white.**

At any point where the potential exists for grade conflicts allow the City sufficient time to make modifications or corrections. The City shall not be responsible for lost production due

to grade conflicts. Cost for potholing and locating shall be considered incidental and included in the appropriate bid items.

Telephone number for utility notification:

Utility Notification Center

1-800-332-2344 or 811

ATTENTION: Oregon law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952-001-0010 through OAR 952-001-0090. You may obtain copies of the rules by calling the center. (Note: the telephone number for the Oregon Utility Notification Center is (503) 232-1987).

15. Use of Large Construction Equipment Prohibited

Due to the constrained downtown environment and limited work space, equipment use on this project will be limited to small rubber tracked (mini excavator) or wheeled machines that are capable of fitting into a parking space. Steel tracked excavators are not approved for use on this project. All equipment shall be operated from the street. Any damage to curbs or sidewalks caused by maneuvering equipment shall be repaired at the contractor's expense.

16. Sanitary Facilities

The contractor shall provide suitable sanitary facilities for its employees.

SPECIAL SPECIFICATIONS

1. Mobilization, Bonds and Insurance

Payment for Mobilization, Permits, and Insurance shall include all costs associated with transportation of equipment to and from the site and for acquiring the necessary permits bonds and Insurance for the project.

2. Traffic Control

The contractor is responsible for developing the traffic control plan and submitting it to the City for approval. In addition to the standard provisions listed below, the traffic control plan shall be designed to minimize disruptions to downtown businesses. The City may agree to a more disruptive traffic control plan if work is done outside of normal business hours.

Maintenance of traffic and traffic control through the work area shall be the responsibility of the contractor, including, but not limited to the following provisions:

- A. A written traffic control plan shall be submitted to the Public Works Engineering Division.
- B. The contractor shall provide adequate signing and flaggers to ensure the work zone is properly identified in compliance with the current edition of the Manual of Uniform Traffic Control Devices, and the ODOT Oregon Temporary Traffic Control Handbook. It is anticipated that most work can be done using the parking lane with limited use of one travel lane. Note: the downtown area is a two lane one way grid. Extended use of flaggers should not be necessary and is discouraged.
- C. Flagging near an operating traffic signal is prohibited. Requests to turn off traffic signals require advanced approval from the City Engineer. For approved shut offs, contact the Public Works Department to coordinate turning off traffic signals for flagging operations.
- D. Provide all necessary measures for pedestrians and bicycles. All sidewalk traffic control shall comply with MUTCD and ADA requirements. Temporary sidewalk accommodations such as plywood bridges and temporary ramps may be necessary to limit disruptions. Accommodations shall meet ADA requirements to the maximum extent feasible.
- E. The contractor shall insure that during non-work hours on-call staff is available to maintain all traffic control devices for the project. The City Engineer and the City Police shall be provided up-to-date information on these persons. Failure to comply with this provision will cause the contractor to be billed for any services required to be provided by City forces to provide adequate protection to the traveling public during non-work hours.
- F. Provide sufficient traffic control devices to cone off parking as needed, set up lane closure tapers, and to protect freshly poured concrete. Type 2 barricades may also be used to post City provided no parking signs. Tubular markers and caution tape shall be used to protect fresh concrete.

- G. Traffic control and temporary protective and directional devices may be used outside the limits of the project when they have direct bearing or reference to the work under contract.
- H. No construction shall commence until all construction signing is in place and approved by City Engineer.
- I. All flaggers shall have:
 - 1. The mental and physical ability to provide timely, clear, and positive guidance.
 - 2. A sense of responsibility for safety of public and work crew.
 - 3. A neat appearance.
 - 4. A courteous but firm manner.
 - 5. Completed an approved work zone traffic control course within the past three (3) years and be able to provide evidence of completion to the Project Inspector upon request.
 - 6. Two-way radios with extra batteries.
- J. Twenty-four (24) hours prior to starting work, the contractor is responsible for notifying the Washington County Consolidated Communications Agency (503-629-0111) of any traffic impairment. Notification shall include the exact location of work and the times when work will be performed, stating time of day and the date of work. A means of emergency access will be maintained at all times in all work zones.
- K. Provide 36 hour advance notice for parking closures. Post city provided “no parking” signs in every marked parking spot to be closed. Signage must be verified by the project inspector or engineer. Contractor to provide suitable supports for signs. **Signs posted improperly or without required 36 hour advance notice will not be enforced by the City of Hillsboro Police Department**
- L. The contractor shall meet the following requirements (consistent with Item A above):
 - 1. A detailed traffic control plan shall be supplied to the City in the Right-of-Way Permit application. The plan shall include any proposed lane closures. The contractor shall at no time close any intersection. The contractor shall provide the name, address and telephone number of the individual(s) responsible for project construction traffic control during non-working hours.
 - 2. Maintain minimum of one lane open at all times. Restore traffic to two lanes at the end of each workday. Parking spaces shall be reopened to the public as early in the day as possible.
 - 3. Maintain one continuous sidewalk open to traffic on each block. Work should be staged to limit the length of sidewalk detours. When possible, stage work to remove part of the sidewalk (sidewalk is two panels wide) and keep a circulation path open.
 - 4. Maintain emergency vehicle access at all times.
 - 5. **Accommodations must be made for school buses when school is in session.**
 - 6. Avoid cueing traffic across the Tri-met light rail tracks.

3. **Saw cut**

The contractor shall saw cut all concrete as required for construction. Where joints are over sawn and the joint pattern can be aesthetically extended (see detail in plans), saw cut contraction joints in existing concrete to a depth of ¾" to 1" deep.

Payment for saw cutting will on a linear foot basis, under the saw cut bid item.

4. **Removal of Existing Concrete**

The contractor shall limit concrete removal to the amount that can be replaced in the same week. Concrete shall not be removed more than three days in advance of the replacement pour. Existing concrete panels vary in thickness from around 4 inches to 8 inches. Typically panels are between 4 and 6 inches thick.

Concrete panels to be replaced shall be saw cut prior to breaking up and removing. Take care not to cause damage to surrounding panels. Damage caused by contractor negligence shall be repaired at the contractor's expense. Panels adjacent to cold joints do not require saw cuts. Removed materials become the property of the contractor and shall be hauled off and disposed of in a legal manner.

Payment for removal of existing concrete will be on a square foot basis, and includes all labor, materials, equipment, hauling, and disposal fees.

5. **Removal and Replacement of Existing Trees**

For safety reasons, trees shall be carefully removed by a licensed tree service. After the tree is removed, the stump shall be removed to a depth of 5 feet as measured from the top of curb. The resulting excavation from stump removal shall be backfilled with structural soil to a depth 3 feet from top of curb. The new tree shall be planted according to the street tree planting detail in the plans. Replacement trees shall be a minimum of 3 inch caliper.

New trees will be installed with tree grates. The existing tree grates have been removed and are stored at in the Public Works Facility at 142 SE Maple St. It is the contractor's responsibility to pick up the tree grates and deliver them to the job site. Each tree location will require the contractor to supply a new 5 foot by 3 foot galvanized angle iron tree grate frame capable of being wet set in the surrounding sidewalks.

Structural soil shall conform to Cornell University CU Structural Soil standards. Soil should be 80 percent ¾" to 1 ½" rock, with 20 percent clay soil and hydrogel. Soil mix may be modified to better fit local conditions. Structural Soil mix designs from other local jurisdictions may be allowed with engineer approval.

Payment for replacing the tree shall include supplying the new tree, placing the structural soil to a depth of five feet, installing tree watering perforated pipes, planting the tree, backfilling with fertile soil and covering with 2 inches of bark mulch, delivering and installing the tree grate, and filling the tree grate hole with bark nuggets.

6. **Root Barrier**

Install 3 feet deep, as measured from the top of curb, concrete root barriers on three or four sides of the tree well. No root barrier is required on the curb side of the tree well, except at mid block bulb out locations. Root barriers should be a minimum of 6" thick. Root barriers may be poured monolithically with the sidewalk. Where the irrigation conduit enters the tree well, protect the conduit to prevent any concrete or debris from entering the conduit.

Payment for root barriers will be on a linear foot basis.

7. **Modification to Existing Irrigation Lines and Conduits**

The existing drip irrigation system generally consists of 1 inch and ¾ inch Wirsbo (pex-a) lines inside of a 4" electrical conduit. This conduit is located directly under the sidewalk, at the back of the curb. The existing trees have lifted the existing conduit and the sidewalks above it. To prevent this damage in the future, the 5 foot section of conduit in the tree well is to be removed. Carefully remove the conduit by cutting it away from the pipe without damaging the lines. Once the lines are exposed, anchor the lines to the back of the curb with the appropriate bracket and masonry fasteners. Lines should be anchored at a depth where they are not exposed to sunlight. Plug the end of the conduit to prevent debris and roots from entering the conduit. Plug material shall not permanently seal the end of the conduit.

In order to provide irrigation to the new tree, install a tee into the ¾ inch line using a cold expansion pex fitting conforming to ASTM F1960. Provide the necessary fittings to adapt from pex to ½ inch netafim. Install a ½ inch netafim drip line with 9gph rate and 12 inch emitter spacing inside a perforated pipe under the root ball of the tree. Also install a netfim ring around the trunk of the tree with a minimum 2-foot diameter.

Payment for modifications to the irrigation system shall be on an individual basis per tree well and include all parts and labor.

8. **Remove and Reinstall Sign on Breakaway Support**

Remove signs currently installed in tree wells and reinstall on new sign supports. Signs shall be relocated five feet toward oncoming traffic from their current location and set on a new support prior to replacing the concrete panel. No parking signs shall be set with the square support oriented in at 45 degree angle toward oncoming traffic. Signs shall be mount flush against the support with no angle brackets.

9. **Remove and Replace Water Meter Boxes**

All concrete water meter boxes inside the downtown improvement area are to be removed and replaced with armorcast polymer concrete meter boxes. Existing polymer concrete meter boxes shall not be replaced.

Note: Some boxes have polymer concrete lids in degraded concrete boxes. These boxes will need to be replaced. Some water meter boxes located in the red stamped concrete are part of the irrigation system and do not contain water meters. These boxes will not be replaced unless specifically authorized.

Approved meter boxes are made by Armorcast Products company.

<u>Size</u>	<u>Box</u>	<u>Lid</u>
-------------	------------	------------

12 x 20 x 12	P6000485	A6000484-R
17 x 30 x 12	P6001543x12	A6001643-RCI

Payment for Removal and Replacement of Water Meter Boxes will be on an individual basis by box size, and includes all labor and materials required to install the box at the proper grade. Payment for removal and replacement of the concrete around the box will be made under separate bid items.

10. **Sidewalks**

All sidewalks shall be a minimum of 3-1/2" thick and driveways shall be a minimum of 5-1/2" thick. Both sidewalks and driveways shall be a minimum of 3000 psi. concrete mix placed on a minimum of 2" of compacted 3/4" minus base rock. Base rock will be included in the bid price per square foot for sidewalk and driveway installation. Select a mix design that will allow the sidewalk to be open to pedestrian traffic within 24 hours after placing concrete. Provide adequate protection of freshly poured concrete to prevent vandalism.

Colored sections of concrete with herringbone stamp pattern were originally colored Mexican or Spanish tile red, but have faded over time. Contractor shall match the faded color as close as possible. A test section may be required to ensure that the new panel color and pattern are acceptable to the City. Liquid dye shall be added to the concrete mix at the plant to ensure sufficient mixing and uniformity of the color.

The existing sidewalk pattern includes a red stamped section running across the width of the sidewalk at each street tree. For ease of construction and to facility quickly opening the sidewalks, this red section will be replaced with plain gray concrete. Where driveways have black concrete, those sections will also be replaced with plain concrete. All other red panels will be replaced with the same pattern and color.

Concrete shall be poured within 90 minutes of being mixed in a ready-mix truck. Concrete over 90 minutes of age will be rejected. Under no circumstances will placement of concrete be allowed when descending air temperatures drop below 40 degrees Fahrenheit or until ascending air temperatures rise above 35 degrees Fahrenheit. Unless otherwise permitted, concrete mixes shall be between 50 and 80 degrees Fahrenheit at the time of placement. When night time air temperatures are anticipated to drop below 35 degrees Fahrenheit, protect freshly poured with a suitable cover to protect from freezing. Protection of concrete from the weather shall be considered incidental to the bid items for installation of sidewalks, driveways, and sidewalk ramps.

Panel sizes shown on the plans are round numbers for estimating purposes. Where panels are not square, estimates reflect an approximate square equivalent size. Panels are to be replaced in the same shape and size as the existing.

Payment for installation of concrete sidewalks will be on a square foot basis by color, and includes all labor and materials as needed for installing and finishing the concrete. No additional payment will be made for extra thickness at driveways due to the limited square footage of driveways on the project.

11. **Curbs**

Repair damaged curbs by sawcutting the bad curb from the existing gutter. The new curb shall extend at least 2 inches into the existing gutter. Remove all loose debris and dust, and apply a concrete bonding agent prior to pouring new curb.

Payment for installation of curb shall be on a linear foot basis and includes all materials and labor. There will be no pay differential for curb installed separately versus curbs poured monolithically with either the street or sidewalk.

12. **Landscape and Restoration**

The contractor shall restore all areas disturbed during construction, including building facades, existing landscaped areas, shrubs, trees, or lawn areas. These areas shall be restored to as good or better condition than existed prior to construction. The contractor shall coordinate restoration with the City's Representative and the affected property owners. The contractor shall remove, replace if damaged, and reinstall all private signs, etc., as required for construction. This item also includes reinstallation of street furniture. Street furniture shall be anchored to the sidewalk with masonry anchors as needed. All restoration shall be considered incidental to the bid item for Clean up and Restoration of Existing Landscaping.

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CITY OF HILLSBORO STANDARD TERMS & CONDITIONS FOR PUBLIC IMPROVEMENT CONTRACTS

NOTICE TO ALL PUBLIC IMPROVEMENT CONTRACTORS

APRIL 2012

The attached "**City of Hillsboro Standard Terms & Conditions for Public Improvement Contracts**" applies to all designated public improvement contracts. The Standard Terms & Conditions consist of the following

Section No.

- | | |
|-------------|---|
| I. | General Information |
| II. | Construction Contract Performance Bond and Payment Bond |
| III. | Instructions to Bidders |
| IV. | Standard General Conditions |
| V. | Sample Bid Bond |
| VI | Sample Warranty Bond |
| VII. | Prevailing Wage Rates (BOLI) |

(Oregon prevailing wage rates are obtained separately and are located at: http://www.oregon.gov/BOLI/WHDPWR/pwr_book.shtml
When Federal funds are used for a project then the Davis-Bacon Act (DBA) Wage Determination will be attached to the Invitation to Bid.)

Part I

I. GENERAL INFORMATION

1. Bid Preparation:

Compliance. All bids must be sealed and received by the City of Hillsboro (herein used synonymously with the term "City" as used in the General Conditions) prior to the bid closing time and date. All bids shall be prepared in ink or by computer, but must be signed in ink by an authorized representative of the bidder.

Product Quality. Brand names, when used, indicate quality desired. Other brands of equal quality, merit and utility will be subject to approval, as more fully set forth under the Substitutions provision of Part II, Instructions to Bidders (SEE PART II, INSTRUCTIONS TO BIDDERS, NO. 6, SUBSTITUTIONS).

Unit and Total Price. The price per each item shall be clearly shown in the space provided. The pricing shall be extended to show the total when required. In case of errors in extension the unit price shall prevail. The written unit price shall prevail over the numerical unit price.

Completion. The bidder shall show in the space, when provided, the earliest completion date on which completion of the work can be guaranteed. Otherwise the bidder certifies that the work will be complete according to the completion time stated in the bidding documents.

Bid Addenda. The City of Hillsboro reserves the right to make changes to the Invitation to Bid and the resulting contract, by written addenda, prior to the closing time and date. Addenda will be faxed and/or mailed to the registered Plan holders.. The City of Hillsboro is not responsible for a bidder's failure to receive notice of addenda. Addenda shall only be issued by the City of Hillsboro and upon issuance are incorporated into the Invitation to Bid or the resulting contract. If required by addendum, bidders shall sign and return the addendum with the bid.

2. Bid Evaluation:

Minimum Requirements. Evaluation of bids will be based on minimum requirements established by the specifications, compliance with conditions of the Invitation to Bid, and shall be subject to the City of Hillsboro's Administrative Rules. The City of Hillsboro may reject any bid not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any or all bids upon a finding of the City of Hillsboro that it is in the public interest to do so.

Oregon Products Preference. Awards shall be subject to preference for products produced or manufactured in Oregon, price, fitness, availability and quality being equal (ORS 279A.120(2)(a)).

Reciprocal Law, Bidder Preference. In determining the lowest responsible bidder, a nonresident bidder eligible to receive a preference in the state that the bidder resides, shall have that same percentage preference added to the bid amount. [ORS 279A.120(2)(b)].

Recycled Materials Preference. Awards shall be subject to preference for products manufactured from recycled materials and recycled oil, as set forth under applicable state laws.

Certification of Alteration or Erasure. A bid may be rejected if it contains any material alteration or erasure unless, before the bid is submitted, each such alteration and erasure is initialed by the person signing the bid. Nothing in this paragraph shall be construed as allowing the bidder to alter or otherwise change the bid form included in the invitation to bid, the contract, the conditions of the bid, the specifications, and/or the plans attached to the solicitation documents.

3. Bid Reading:

At the prescribed time and place given in the Invitation To Bid (ITB) bids will be publicly opened and read aloud. Bidders are invited to be present and record results. Award decisions will not be made at bid opening. Only the name of the bidder(s) and the bid item(s) to be considered for award purposes will be read at the bid opening.

4. Bid Results:

To obtain bid results, notes may be taken at the public reading of the bid or a personal inspection may be made of the bid files at a later date, BY APPOINTMENT ONLY, during regular business office hours Monday through Friday. Upon request bid tabulations (tab sheets) may be obtained from the City of Hillsboro.

CITY OF HILLSBORO
STANDARD PUBLIC IMPROVEMENT CONTRACT
PERFORMANCE BOND

Bond No. _____
Solicitation _____
Project Name _____

_____ (Surety #1)	Bond Amount No. 1:	\$ _____
_____ (Surety #2)*	Bond Amount No. 2:*	\$ _____
* If using multiple sureties		Total Penal Sum of Bond: \$ _____

We, _____ as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto the City of Hillsboro the sum of (Total Penal Sum of Bond)

(Provided, that we the Sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety), and

WHEREAS, the Principal has entered into a contract with the City of Hillsboro, the plans, specifications, terms and conditions of which are contained in the above-referenced Solicitation;

WHEREAS, the terms and conditions of the contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of contract prices, are made a part of this Performance Bond by reference, whether or not attached to the contract (all hereafter called "Contract"); and

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and all authorized modifications of the Contract which increase the amount of the work, the amount of the Contract, or constitute an authorized extension of the time for performance, notice of any such modifications hereby being waived by the Surety:

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things undertaken by Contractor to be performed under the Contract, upon the terms set forth therein, and within the time prescribed therein, or as extended as provided in the Contract, with or without notice to the Sureties, and shall indemnify and save harmless the City of Hillsboro, its elected officials, officers, employees agents and volunteers, against any direct or indirect damages or claim of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Principal or its subcontractors, and shall in all respects perform said contract according to law, then this obligation is to be void; otherwise, it shall remain in full force and effect.

Nonpayment of the bond premium will not invalidate this bond nor shall the City of Hillsboro, or the above-referenced agency(ies), be obligated for the payment of any premiums.

Part II

This bond is given and received under authority of ORS Chapter 279C.380, the provisions of which hereby are incorporated into this bond and made a part hereof.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES.

Dated this _____ day of _____, 20__.

PRINCIPAL: _____

By _____
Signature

Official Capacity

Attest: _____
Corporation Secretary

SURETY: _____

[Add signatures for each surety if using multiple bonds]

BY ATTORNEY-IN-FACT:

[Power-of-Attorney must accompany each surety bond]

Name

Signature

Address

City State Zip

Phone Fax

CITY OF HILLSBORO

STANDARD PUBLIC IMPROVEMENT CONTRACT

PAYMENT BOND

Bond No. _____

Solicitation _____

Project Name _____

_____(Surety #1)

Bond Amount No. 1: \$ _____

_____(Surety #2)*

Bond Amount No. 2:* \$ _____

** If using multiple sureties*

Total Penal Sum of Bond: \$ _____

We, _____, as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto the City of Hillsboro the sum of (Total Penal Sum of Bond) _____ (Provided, that we the Sureties bind ourselves in such sum “jointly and severally” as well as “severally” only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety), and

WHEREAS, the Principal has entered into a contract with the City of Hillsboro, the plans, specifications, terms and conditions of which are contained in above-referenced Solicitation;

WHEREAS, the terms and conditions of the contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of contract prices, are made a part of this Payment Bond by reference, whether or not attached to the contract (all hereafter called “Contract”); and

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and schedule of contract prices which are set forth in the Contract and any attachments, and all authorized modifications of the Contract which increase the amount of the work, or the cost of the Contract, or constitute authorized extensions of time for performance of the Contract, notice of any such modifications hereby being waived by the Surety:

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things by it undertaken to be performed under said Contract and any duly authorized modifications that are made, upon the terms set forth therein, and within the time prescribed therein, or as extended therein as provided in the Contract, with or without notice to the Sureties, and shall indemnify and save harmless the City of Hillsboro, its elected officials, officers, employees, agents and volunteers, against any claim for direct or indirect damages of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Contractor or its subcontractors, and shall promptly pay all persons supplying labor, materials or both to the Principal or its subcontractors for prosecution of the work provided in the Contract; and shall promptly pay all contributions due the State Industrial Accident Fund and the State Unemployment Compensation Fund from the Principal or its subcontractors

Part II

in connection with the performance of the Contract; and shall pay over to the Oregon Department of Revenue all sums required to be deducted and retained from the wages of employees of the Principal and its subcontractors pursuant to ORS 316.167, and shall permit no lien nor claim to be filed or prosecuted against the City on account of any labor or materials furnished; and shall do all things required of the Principal by the laws of the State of Oregon, then this obligation shall be void; otherwise, it shall remain in full force and effect.

Nonpayment of the bond premium will not invalidate this bond nor shall the City of Hillsboro, be obligated for the payment of any premiums.

This bond is given and received under authority of ORS Chapter 279C.380, the provisions of which hereby are incorporated into this bond and made a part hereof.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES:

Dated this _____ day of _____, 20__.

PRINCIPAL: _____

By _____

Signature

Official Capacity

Attest: _____

Corporation Secretary

SURETY: _____

[Add signatures for each if using multiple bonds]

BY ATTORNEY-IN-FACT:

[Power-of-Attorney must accompany each bond]

Name

Signature

Address

City State Zip

Phone Fax

Part III

III. INSTRUCTIONS TO BIDDERS

1. Scope of Work:

The work contemplated under this invitation to bid and the resulting contract includes all labor, tools, machinery, materials, transportation, equipment and services necessary for, and reasonably incidental to, the completion of all work in connection with the project described in the contract, the General Conditions, all applicable special conditions, plans, specifications, or any supplemental information that is made a part of the contract.

2. Special Notice:

The competency and responsibility of bidders and of their proposed Subcontractors will be considered in making the award.

3. Construction Contractors Board (CCB) Registration Requirements:

Bidders shall be currently registered with the CCB, holding the proper registration for the work contemplated herein, at the time of bid submittal. All Subcontractors participating in the project shall be similarly registered with the Construction Contractors Board at the time they propose to engage in subcontract work. The CCB registration requirements apply to all public works contracts unless superseded by federal law.

4. Examination of Plans, Specifications, and Work Site:

It is understood that a bidder, before submitting its bid, has made a careful examination of all plans, specifications and contract documents; that the bidder is fully informed as to the quality and quantity of materials and the character of the work required; and that the bidder has made a careful examination of the location and conditions of the work and the sources of supply for materials. It is further understood that a bid awarded hereunder is subject to the Department identified in the Invitation to Bid being able to comply with all zoning ordinances or obtain rezoning of the property where necessary. Bid shall comply with local building code restrictions and conditions for the structure or structures contemplated in the bid. Any or all of the above conditions may be contained in the contract and if such conditions are not satisfied may result in termination of the contract. The City of Hillsboro will in no case be responsible for any loss or for any unanticipated costs that may be suffered by the Contractor as a result of the Contractor's failure to acquire full information in advance in regard to all conditions pertaining to the work.

5. Interpretation of Contract Documents:

If a bidder finds discrepancies in, or omissions from the plans, specifications or contract documents, or has doubt as to their meaning; the bidder shall at once notify the City of Hillsboro. The City of Hillsboro will then investigate and determine if an addendum will be issued (see No. 7. Protest or Request for changes).

6. Substitutions:

When a brand name(s) is required by the specifications, all bidders shall provide the specified product unless another product or products are approved through product substitution. A product substitution request shall be made in writing. The written request shall be submitted to the City of Hillsboro not later than ten (10) days prior to the bid closing date. A product substitution request shall contain sufficient information to determine product acceptability. A product substitution request that is not complete may not be considered. All approved substitutions will be listed in an addendum issued by the City of Hillsboro. NO PRODUCT SUBSTITUTION SHALL BE CONSIDERED UNLESS AUTHORIZED AND SET FORTH IN AN ADDENDUM ISSUED BY THE CITY OF HILLSBORO.

7. Protest or Request for Changes of Specifications and/or Bidding Requirements (OAR 137-049-0260)

Bidders may, in writing, protest or request changes of any [bid] specifications or contract terms. This written protest or request must be received by the City of Hillsboro unless stated differently in the bidding document no later than ten (10) days prior to the Bid Closing date. The written protest or request shall include the reasons for the protest or request, and any proposed changes to the bid specifications or contract terms. Envelopes containing bid protests shall be marked as follows:

Bid Specification Protest or Request Bid Number

No protest of the content of bid specifications or contract terms shall be considered after the deadline established for submitting protests of bid specifications or contract terms. The protest shall be reviewed and a final determination shall be made by the City Manager.

8. Security to be Furnished by Each Bidder

Each bid when the contract price exceeds \$50,000 (HMC 2.56.100B.) shall be accompanied by a certified or cashier's check or bid bond in an amount equal to 10% of the total amount of the bid as bid security to ensure that the bidder, if offered, will execute the contract agreement and provide the performance, payment and warranty bond as required. The lowest responsible and responsive bidder will be required to provide a performance bond and a payment bond in an amount equal to one hundred percent 100% of the contract award when the contract amount exceeds \$50,000 (HMC 2.56.100C.2.).

The City of Hillsboro reserves the right to hold the bid security of all bidders until the Notice to Proceed is issued or for sixty (60) days after bid closing, whichever is sooner (unless a longer or shorter period is specified in the Invitation to Bid.)

Should the bidder fail to execute the contract agreement and furnish the satisfactory performance and payment bond after the bid has been accepted, the bid security shall become the property of the City of Hillsboro.

Part III

9. Bids are Offers

The bid is the bidder's offer to enter into a contract which, if the bid is accepted for award, binds the bidder to a contract and the terms and conditions contained in the Invitation to Bid. A bidder shall not make the bid contingent upon the City's acceptance of specifications or contract terms that conflict with or are in addition to those advertised in the Invitation to Bid, except that a bidder may condition the time for bid acceptance in accordance with the Time for Bid Acceptance provision.

10. Time for Bid Acceptance

A bidder may submit a bid response conditioning the time for bid acceptance contained in the Invitation to Bid. The City of Hillsboro reserves the right to consider a bid response containing a condition that limits its time for bid acceptance. The City of Hillsboro may, solely at its option, accept a shorter time for bid acceptance, even though the Invitation to Bid may state a longer period. The City of Hillsboro reserves the right to either accept or reject the bid response containing the time condition if the bid response is otherwise the lowest responsible and responsive bidder.

11. Filling in Bid Forms

The bid response shall be made on the form provided in the Invitation to Bid and as prescribed by the City of Hillsboro. The bidder or proposer may not alter, modify or change the bid form except as directed by bid addendum. Any other form of the bid is invalid. Bidders are required to use the form provided within the Invitation to Bid.

Bids may be rejected if they contain any recapitulation or restating of the work to be done, disclaimers, exceptions or other limitations. Any submitted bid that is not properly and completely filled out may be rejected as being non-responsive.

The bid response shall be sealed and delivered to the location specified in the Invitation To Bid (ITB) prior to the bid closing time and date. Bids received after the bid closing time and date shall not be considered for award and will be returned to the bidder unopened.

12. Drug Testing Requirements

Pursuant to ORS 279C.505, the bidder certifies by its signature on these solicitation document forms that it has a Drug Testing Program in place for its employees.

13. Modification of Bids

Once submitted, bids may be modified in writing prior to the time and date set for bid closing. Modifications shall be prepared on the bidder's letterhead, signed by an authorized representative of the bidder, state that the new document supersedes or modifies the prior bid and be submitted in a sealed envelope, appropriately marked identifying the bid number and closing time and date. Telephone, telegraphic and facsimile modifications are not acceptable. The written modification shall be made a permanent part of the public bid file.

14. Withdrawal of Bids

A bid may be withdrawn prior to the bid closing time and date. Bids may be withdrawn in writing, on the bidder's letterhead, signed by an authorized representative of the bidder, and appropriately marked, identifying the bid number and closing time and date. Telephone, telegraphic and facsimile modifications are not acceptable. The written bid withdrawal shall be made a permanent part of the public bid file.

15. Protest of Award (Also see Section I, #10 of the Invitation to Bid)

An adversely affected or aggrieved bidder may protest contract award within the time stipulated in the bidding documents or if no time is including in the solicitation documents, then seven (7) days following issuance of the written "Notice of Intent to Award." Notice of contract award shall consist of either a notice to the apparent lowest bidder or issuance of the Notice to Proceed (whichever is earliest). Unsuccessful bidders are not generally notified that a contract is awarded. In order to be an adversely affected or aggrieved bidder, the bidder must claim to be eligible for award of the contract as the lowest responsible and responsive bidder and that any and all lower bidders are ineligible to receive contract award.

An actual bidder who is adversely affected or aggrieved by the award of the contract to another bidder may protest award, in writing, within the timeline established. The written protest shall state the grounds upon which the protest is based. No protest of award shall be considered after the established timeliness. The protest of award shall be submitted to the City Manager at 150 East Main Street, Hillsboro, Oregon 97123. The protest shall be reviewed and a final determination shall be made by the City Manager.

16. Pursuant to OAR 137-049-0260, no protest against award because of the content of bid specifications or contract terms shall be considered after the deadline established for submitting protests of bid specifications or contract terms.

**CITY OF HILLSBORO
STANDARD GENERAL CONDITIONS FOR PUBLIC IMPROVEMENT CONTRACTS
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CITY OF HILLSBORO STANDARD GENERAL CONDITIONS FOR PUBLIC IMPROVEMENT CONTRACTS

SECTION A

A.1 DEFINITION OF TERMS

In the Contract Documents the following terms shall be as defined below:

ARCHITECT, means a person who is registered and holds a valid certificate in the practice of architecture in the State of Oregon, as provided under ORS 671.010 to 671.220, and includes without limitation the terms "architect," "licensed architect" and "registered architect."

BID, means a competitive offer, which is binding on the offeror, in which price, delivery (or Project completion), and conformance to specification and the requirements of the Invitation to Bid will be the predominant award criteria.

BIDDER, means the Person who submits a Bid in response to the City's Invitation to Bid.

CITY, means City of Hillsboro.

CITY'S AUTHORIZED REPRESENTATIVE, means those individuals identified in writing by the City to act on behalf of the City for this Project.

CLAIM, means a resubmitted change request which has been previously denied by the City's Authorized Representative.

CONTRACT, means the written agreement between the City and the Contractor comprised of the Contract Documents which describe the Work to be done and the obligations between the parties.

CONTRACT DOCUMENTS, means the Solicitation Document and addenda thereto, Instructions to Bidders or Proposers, General Conditions, Supplemental General Conditions, if any, accepted Bid, the Contract and amendments thereto, if any, performance bond, Plans, Specifications, approved shop drawings, and approved change orders.

CONTRACT PERIOD, as set forth in the Contract Documents, means the period beginning with the issuance of the Notice to Proceed and concluding upon Final Completion.

CONTRACT PRICE, means the total of the awarded bid amount, as increased or decreased by the price of approved alternates and change orders.

CONTRACTOR, means the Person awarded the Contract for the Work contemplated.

DAYS, are calendar days, including weekdays, weekends and holidays, unless otherwise specified.

DIRECT COSTS, means, unless otherwise provided in the Contract Documents, the cost of materials, including sales tax, cost of delivery; cost of labor, including social security, old age and unemployment insurance, and fringe benefits required by agreement or custom; worker's compensation insurance; bond premiums, rental cost of equipment, and

machinery; and the additional costs of field personnel directly attributable to the Work.

DISADVANTAGED BUSINESS ENTERPRISE, as defined in ORS 200.005, means a small business concern which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any corporation, at least 51 percent of the stock of which is owned by one or more socially disadvantaged individuals and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

ECONOMICALLY DISADVANTAGED INDIVIDUAL, as defined in ORS 200.005, means an individual who is socially disadvantaged and whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to another in the same business area who is not socially disadvantaged.

EMERGING SMALL BUSINESS, means (a) a business with its principal place of business located in this state; (b) a business with average annual gross receipts over the last three years not exceeding \$1 million for construction firms and \$300,000 for non-construction firms; (c) a business which has fewer than 20 employees; (d) an independent business; (e) a business properly licensed and legally registered in this state, and (f) a business certified by the Office of Minority, Women and Emerging Small Business.

ENGINEER, means a person who is registered and holds a valid certificate in the practice of engineering in the State of Oregon, as provided under ORS 672.002 to 672.325, and includes all terms listed in ORS 672.002 (2).

FINAL COMPLETION, means the final completion of all requirements under the Contract, including Contract Closeout as described in Section K but excluding Warranty Work as described in Section I.2, and the final payment and release of all retainage, if any, released.

FORCE MAJEURE, means an act, event or occurrence caused by fire, riot, war, acts of God, nature, sovereign, or public enemy, strikes, freight embargoes or any other act, event or occurrence that is beyond the control of the party to this Contract who is asserting Force Majeure.

INVITATION TO BID, means the solicitation document utilized for this Project.

MINORITY OR WOMEN BUSINESS ENTERPRISE, as defined in ORS 200.005, means a small business concern which is at least 51 percent owned by one or more minorities or women, or in the case of a corporation, at least 51 percent of the stock of which is owned by one or more minorities or women, and whose management and daily business operations are controlled by one or more such individuals.

MINORITY INDIVIDUAL, as defined in ORS 200.005, means a person who is a citizen or lawful permanent resident of the United States who is:

(a) Black who is a person having origins in any of the black racial groups of Africa;

Part IV

(b) Hispanic who is a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race;

(c) Asian American who is a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands;

(d) Portuguese who is a person of Portuguese, Brazilian or other Portuguese culture or origin, regardless of race;

(e) American Indian or Alaskan Native who is a person having origins in any of the original peoples of North America; or

(f) Member of another group, or another individual who is socially and economically disadvantaged as determined by the Advocate for Minority, Women and Emerging Small Businesses.

NOTICE TO PROCEED, means the official written notice from the City stating that the Contractor is to proceed with the Work defined in the Contract Documents. Notwithstanding the Notice to Proceed, Contractor shall not be authorized to proceed with the Work until all initial Contract requirements, including the Contract, a 100% performance bond and a 100% payment bond, and certificates of insurance, have been fully executed and submitted to the City in a suitable form.

OFFER, means a bid in connection with an invitation to bid and a proposal in connection with a request for proposals.

OFFEROR, means a bidder in connection with an invitation to bid and a proposer in connection with a request for proposals.

OVERHEAD, means those items which may be included in the Contractor's markup (general and administrative expense, overhead and profit) and shall not be charged as direct cost of the Work: personnel above the level of foreman (i.e., superintendents and Project managers); equipment owned or leased by the Contractor (i.e., job trailers, small tools); expenses of the Contractor's offices including personnel; and overhead and general administrative expenses.

PERSON, means an individual doing business as a sole proprietorship, a partnership, a joint venture, a corporation, a limited liability company or partnership, or any other entity possessing the legal capacity to contract.

PLANS, means the drawings which show the location, type, dimensions, and details of the Work to be done under the Contract.

PROJECT, means the specific work to be performed as described in the Contract Documents.

PROJECT MANAGER, Means the individual identified in the bid documents or contract, which may act on behalf of the City for this project.

PUNCHLIST, means the list of Work yet to be completed or deficiencies which need to be corrected in order to achieve Final Completion of the Contract.

SMALL BUSINESS CONCERN, as defined in ORS 200.005, means a small business as defined by the United States Small Business Administration per 13 CFR, part 121, as amended.

SOCIALLY DISADVANTAGED INDIVIDUAL, as defined in ORS 200.005, means an individual who has been subjected to racial or ethnic prejudice or cultural bias, without regard to individual qualities, because of the individual's identity as a member of a group.

SOLICITATION DOCUMENT, means an invitation to bid or request for proposal or request for quotes.

SPECIFICATION, means any description of the physical or functional characteristics of the Work, or of the nature of a supply, service or construction item. Specifications may include a description of any requirement for inspecting, testing or preparing a supply, service or construction item for delivery and the quantities or qualities of materials to be furnished under the Contract. Specifications generally will state the results or products to be obtained and may, on occasion, describe the method and manner of doing the work to be performed. Specifications may be incorporated by reference and/or may be attached to the Contract.

SUBCONTRACTOR, means a Person having a direct contract with the Contractor, or another Subcontractor, to perform one or more items of the Work.

SUBSTANTIAL COMPLETION, means the date when the City accepts in writing the construction, alteration or repair of the improvement to real property or any designated portion thereof as having reached that state of completion when it may be used or occupied for its intended purpose. (Refer also to Section K.4.)

SUBSTITUTIONS, means items that are the same or better in function, performance, reliability, quality, and general configuration as that product(s) specified. Approval of any substitute item shall be solely determined by the City's Authorized Representative. The decision of the City's Authorized Representative is final.

SUPPLEMENTAL GENERAL CONDITIONS, means those conditions that remove from, add to, or modify these General Conditions. Supplemental General Conditions may be included in the Solicitation Document or may be a separate attachment to the Contract. To the extent the terms of the Supplemental General Conditions and these General Conditions conflict, the terms of Supplemental General Conditions will prevail.

WOMAN, as defined in ORS 200.005, means a person of the female sex who is a citizen or lawful permanent resident of the United States.

WORK, means the furnishing of all materials, equipment, labor, transportation, services and incidentals necessary to successfully complete any individual item or the entire Contract and the carrying out of duties and obligations imposed by the Contract Documents.

Part IV

A.2 SCOPE OF WORK

The Work contemplated under this Contract includes all labor, materials, transportation, equipment and services for, and incidental to, the completion of all construction work in connection with the Project described in the Contract Documents. The Contractor shall perform all Work necessary so that the Project can be legally occupied and fully used for the intended use as set forth in the Contract Documents.

A.3 CONTRACT DOCUMENTS

The Contract Documents consist of the Solicitation Document, Invitation to Bid including any bid addenda, Instructions to Bidders, General Conditions, Supplemental Conditions, if any, accepted Bid, the Contract and amendments thereto, if any, Performance/Payment Bond, Plans, Specifications, approved shop drawings, approved equals and approved change orders.

A.4 INTERPRETATION OF DOCUMENTS

A4.1 The Contract Documents are intended to be complementary. Whatever is called for in one, is interpreted to be called for in all. However, in the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities

1. The Contract, and amendments to same, with those of later date having precedence over those of an earlier date;
2. Bidding Documents, (all Items listed)
- 3 The Supplemental Conditions (if any);
4. The Standard Terms & Conditions of the City of Hillsboro;
5. Specifications and Plans and notes on Plans.

A4.2 In the case of an inconsistency between Plans and Specifications or within either document not clarified by addendum, the better quality or greater quantity of Work shall be provided in accordance with the City or City's Authorized Representative's interpretation in writing.

A4.3 If the Contractor finds discrepancies in, or omissions from the Contract Documents, or if the Contractor is in doubt as to their meaning, the Contractor shall at once notify the City or City's Authorized Representative. Contractor shall not proceed without direction in writing from the City or City's Authorized Representative.

A4.4 References to standard specifications, manuals, codes of any technical society, organization or association, to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, laws or regulations in effect in the jurisdiction where the Project is occurring on the first published date of the Solicitation Document, except as may be otherwise specifically stated.

A.5 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE

A.5.1 It is understood that the Contractor, before submitting a Bid, has made a careful examination of the Contract Documents; has become fully informed as to the quality and quantity of materials and the character of the Work required; and has made a careful examination of the location and conditions of the Work and the sources of

supply for materials. The City will in no case be responsible for any loss or for any unanticipated costs that may be suffered by the Contractor as a result of the Contractor's failure to acquire full information in advance in regard to all conditions pertaining to the Work. No oral agreement or conversation with any officer, agent, or personnel of the City, or with the Architect/Engineer either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.

A.5.2 Should the Plans or Specifications fail to particularly describe the materials, kind of goods, or details of construction of any aspect of the Work, Contractor shall have the duty to make inquiry of the City and Architect/Engineer as to what is required prior to performance of the Work. Absent Specifications to the contrary, the materials or processes that would normally be used to produce first quality finished Work shall be considered a part of the Contract requirements.

A.5.3 Any design errors or omissions noted by the Contractor shall be reported promptly to the City's Authorized Representative, including without limitation, any nonconformity with applicable laws, statutes, ordinances, building codes, rules and regulations.

A.5.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions issued by the City's Authorized Representative in response to the Contractor's notices or requests for information, the Contractor must submit a written request to the City's Authorized Representative, setting forth the nature and specific extent of the request, including all time and cost impacts against the Contract as soon as possible, but no later than five (5) Days after receipt by Contractor of the clarifications or instructions issued. If the Contractor does not concur with the decision of the City's Authorized Representative regarding time and cost impacts of the clarifications or instructions, the Contractor may proceed to file a Claim under Section D.3, Claims Review Process. If the Contractor fails to perform the obligations of Sections A.5.1 to A.5.3, the Contractor shall pay such costs and damages to the City as would have been avoided if the Contractor had performed such obligations.

A.6 INDEPENDENT CONTRACTOR STATUS & TAX CERTIFICATE

The service or services to be performed under this Contract are those of an independent contractor. Contractor is not an officer, employee or agent of the City as those terms are used in ORS 30.265.

Contractor certifies that it is in full compliance with the Oregon tax laws in accordance with ORS 305.385.

A.7 RETIREMENT SYSTEM STATUS & TAXES

Contractor is not a contributing member of the Public Employees' Retirement System and will be responsible for any federal or state taxes applicable to payment received under this Contract. Contractor will not be eligible for any benefits from these Contract payments of federal Social Security, employment insurance, workers' compensation or the Public Employees' Retirement System, except as a self-employed individual. Unless the Contractor is subject to backup withholding, City will not withhold from such payments any amount(s) to cover Contractor's federal or state tax obligations

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A.8 GOVERNMENT EMPLOYMENT STATUS

A.8.1 If this payment is to be charged against federal funds, Contractor certifies that it is not currently employed by the Federal Government. This does not preclude the Contractor from holding another contract with the Federal Government.

A.8.2 Contractor certifies that Contractor is not an employee of the State of Oregon for purposes of performing Work under this Contract.

A.9 ASSIGNMENT OF ANTI-TRUST RIGHTS

By entering into a contract, the contractor, for consideration paid to the contractor under the contract, does irrevocably assign to the City of Hillsboro any claim for relief or cause of action which the contractor now has or which may accrue to the contractor in the future, including at the City's option, the right to control any such litigation on such claim for relief or cause of action, by reason of any violation of 15 USC ss. 1-15 or ORS 646.725 or ORS 646.730, in connection with any goods or services provided to the contractor by any person, which goods or services are used, in whole or in part, for the purpose of carrying out the contractor's obligations under this contract.

In the event the contractor hires subcontractors to perform any of the contractor's duties under the contract, the contractor shall require the subcontractor to irrevocably assign to the City of Hillsboro, as a third party beneficiary any right, title or interest that has accrued or may accrue to the subcontractor by reason of any violation of 15 USC ss. 1-15, ORS 646.725 or ORS 646.730, including at the City's option, the rights to control any litigation arising there under, in connection with any goods or services provided to the subcontractor by any person, in whole or in part, for the purpose of carrying out the subcontractor's obligations as agreed to by the contractor in pursuance of the completion of the contract.

In connection with this assignment, it is an express obligation of the contractor that it will take no action which will in any way diminish the value of the rights conveyed or assigned hereunder to the City of Hillsboro. It is an express obligation of the contractor to advise the City Attorney:

A9.1 In advance, of its intention to commence any action on its own behalf regarding such claims for relief or causes of action.

A9.2 Immediately, upon becoming aware of the fact that an action has been commenced on its own behalf by some other person or persons, of the tendency of such action; and

A9.3 The date on which it notified the obligor(s) of any such claims for relief or causes of action of the fact of its assignment to the City of Hillsboro.

Furthermore, it is understood or agreed that in the event that any payment under any such claim is made to the contractor, it shall promptly pay over to the City of Hillsboro its proportionate share thereof, if any, assigned to the City hereunder.

SECTION B

ADMINISTRATION OF THE CONTRACT

B.1 CONTRACTOR'S MITIGATION OF IMPACTS

B.1.1 The Contractor is responsible to protect and maintain the Work during the course of construction and to mitigate any adverse impacts to the Project, including those caused

by authorized changes, which may affect cost, schedule, or quality.

B.1.2 The Contractor is responsible for the actions of all its personnel, laborers, suppliers, and Subcontractors on the Project.

B.2 MATERIALS AND WORKMANSHIP

B.2.1 The intent of the Contract Documents is to provide for the construction and completion in every detail of the Work described. All Work shall be performed in a professional manner and unless the means or methods of performing a task are specified elsewhere in the Contract Documents, Contractor shall employ methods that are generally accepted and used by the industry, in accordance with industry standards.

B.2.2 The Contractor is responsible to perform the Work as required by the Contract Documents. Defective Work shall be corrected at the Contractor's expense.

B.2.3 Work done and materials furnished shall be subject to inspection and/or observation and testing by the City's Authorized Representative to determine if they conform to the Contract Documents. Inspection of the Work by the City's Authorized Representative does not relieve the Contractor of responsibility for the Work in accordance with the Contract Documents.

B.2.4 Contractor shall furnish adequate facilities, as required, for the City's Authorized Representative to have safe access to the Work including without limitation walkways, railings, ladders, tunnels, and platforms. Producers, suppliers, and fabricators shall also provide proper facilities and access to their facilities.

B.2.5 The Contractor shall furnish samples of materials for testing by the City's Authorized Representative and include the cost of the samples in the Contract Price.

B.3 PERMITS

B.3.1 Contractor shall obtain and pay for all necessary permits and licenses, except for those specifically excluded in the Supplemental General Conditions, for the construction of the Work, for temporary obstructions, enclosures, opening of streets for pipes, walls, utilities, environmental, etc., as required for the Project. Contractor shall be responsible for all violations of the law, in connection with the construction or caused by obstructing streets, sidewalks or otherwise. Contractor shall give all requisite notices to public authorities. The Contractor shall pay all royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent rights and save harmless and blameless from loss, on account thereof, the City of Hillsboro, and its departments, divisions, members and employees.

B.4 COMPLIANCE WITH GOVERNMENT REGULATIONS

B.4.1 Contractor shall comply with all federal, state and local laws, codes, regulations and ordinances applicable to the Work including obtaining a City of Hillsboro Business License or obtaining a METRO contractor's business license and complying with the rules adopted by the Oregon Utility Notification Center. Failure to comply with such requirements shall constitute a breach of Contract and shall be grounds for Contract termination. Damages or costs resulting from noncompliance shall be the responsibility of Contractor.

B.4.2 Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and

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a) Contractor shall not discriminate against Minority, Women or Emerging Small Business enterprises in the awarding of subcontracts or against a business enterprise that is owned or controlled by or that employs a disabled veteran as defined by ORS 408.225.(ORS 279A.110).

b) Contractor shall maintain, in current and valid form, all licenses and certificates required by law, regulation, or this Contract when performing the Work.

B.4.3 Unless contrary to federal law, Contractor shall certify that it shall not accept a bid or proposal from Subcontractors to perform Work as described in ORS 701.005 under this Contract unless such Subcontractors are registered with the Construction Contractors Board in accordance with ORS 701.035 to 701.055 at the time they submit their bids or proposals to the Contractor.

B.4.4 Unless contrary to federal law, Contractor shall certify that each landscape contractor, as defined in ORS 671.520(2), performing Work under this Contract holds a valid landscape contractor's license issued pursuant to ORS 671.560.

B.4.5 The following notice is applicable to Contractors who perform excavation Work. ATTENTION: Contractor acknowledges and agrees that Oregon law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952-001-0010 through OAR 952-001-0090. You may obtain copies of the rules by calling the center at (503)232-1987.

B.4.6 Failure to comply with any or all of the requirements of B.4.1 through B.4.5 shall be a breach of Contract and constitute grounds for Contract termination. Damages or costs resulting from such noncompliance shall be the responsibility of Contractor.

B.5 SUPERINTENDENCE

Contractor shall keep on the site, during the progress of the Work, a competent superintendent and any necessary assistants who shall be satisfactory to the City and who shall represent the Contractor on the site. Directions given to the superintendent by the City's Authorized Representative shall be confirmed in writing to the Contractor.

B.6 INSPECTION

B.6.1 City's Authorized Representative shall have access to the Work at all times.

B.6.2 Inspection of the Work will be made by the City's Authorized Representative at its discretion. The City's Authorized Representative will have authority to reject Work that does not conform to the Contract Documents. Any Work found to be not in conformance with the Contract Documents, in the discretion of the City's Authorized Representative, shall be removed and replaced at the Contractor's expense.

B.6.3 Contractor shall make or obtain at the appropriate time all tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the City, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work. The Contractor shall give the City's Authorized

Representative 72 hours notice, not including weekends or holidays, of when and where tests and inspections are to be made so that the City's Authorized Representative may be present for such procedures. Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the City's Authorized Representative.

B.6.4 As required by the Contract Documents, Work done or material used without inspection or testing by the City's Authorized Representative may be ordered removed at the Contractor's expense.

B.6.5 If directed to do so any time before the Work is accepted, the Contractor shall uncover portions of the completed Work for inspection. After inspection, the Contractor shall restore such portions of Work to the standard required by the Contract. If the Work uncovered is unacceptable or was done without sufficient notice to the City's Authorized Representative, the uncovering and restoration shall be done at the Contractor's expense. If the Work uncovered is acceptable and was done with sufficient notice to the City's Authorized Representative, the uncovering and restoration will be paid for as a change order.

B.6.6 If any testing or inspection reveals failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the City's Authorized Representative's and Architect/Engineer's services and expenses, shall be at the Contractor's expense.

B.6.7 When the United States government participates in the cost of the Work, or the City has an agreement with other public or private organizations, or if any portion of the Work is being performed for a third party or in close proximity to third party facilities, representatives of these organizations have the right to inspect the Work affecting their interests or property. Their right to inspect shall not make them a party to the Contract and shall not interfere with the rights of the parties of the Contract. Instructions or orders of such parties shall be transmitted to the Contractor, through the City's Authorized Representative.

B.7 SEVERABILITY

If any provision of this Contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

B.8 ACCESS TO RECORDS

B.8.1 Contractor shall keep, at all times on the Work site, a copy of the complete Contract Documents and current record drawings, and shall at all times give the City's Authorized Representative access thereto.

B.8.2 The City and its duly authorized representatives shall have access, for a period not less than three (3) years, to books, documents, papers and records of Contractor which are pertinent to the Contract including records pertaining to overhead and indirect costs, for the purpose of making audit, examination, excerpts and transcripts. If for any reason, any part of the Contract is involved in litigation, Contractor shall retain all pertinent records until all litigation is resolved. The City and/or its agents will continue to be provided full access to the records during litigation.

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B.9 WAIVER

Failure of the City to enforce any provision of this Contract shall not constitute a waiver or relinquishment by the City of the right to such performance in the future nor of the right to enforce any other provision of this Contract.

B.10 ASSIGNMENTS/SUBCONTRACT

Contractor shall not assign, sell, or transfer its rights, or delegate its responsibilities under this Contract, in whole or in part, without the prior written approval of the City. No such written approval shall relieve Contractor of any obligations of this Contract, and any transferee shall be considered the agent of the Contractor and bound to perform in accordance with the Contract Documents. Contractor shall remain liable as between the original parties to the Contract as if no assignment had occurred.

B.11 SUCCESSORS IN INTEREST

The provisions of this Contract shall be binding upon and shall accrue to the benefit of the parties to the Contract and their respective successors and assigns.

B.12 CITY'S RIGHT TO DO WORK

City reserves the right to perform other or additional work at or near the Project site with other forces than those of the Contractor. If such work takes place within or next to the Project site, Contractor will coordinate work with the other contractors or forces, cooperate with all other contractors or forces, carry out the Work in a way that will minimize interference and delay for all forces involved, place and dispose of materials being used so as not to interfere with the operations of another, and join the Work with the work of the others in an acceptable manner and perform it in proper sequence to that of the others. The City's Authorized Representative will resolve any disagreements that may arise between or among Contractor and the other contractors over the method or order of doing all work (including the Work). In case of unavoidable interference, the City's Authorized Representative will establish work priority (including the Work) which generally will be in the sequence that the contracts were awarded.

B.13 OTHER CONTRACTS

In all cases and at any time, the City has the right to execute other contracts related to or unrelated to the Work of this Contract. The Contractor of this Contract will fully cooperate with any and all other contractors without additional cost to the City in the manner described in section B.12.

B.14 GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflict of laws.

B.15 LITIGATION

Any Claim between City and Contractor that arises from or relates to this Contract and that is not resolved through the Claims Review Process in Section D.3 shall be brought and conducted solely and exclusively within the Circuit Court of Washington County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the City of Hillsboro on any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh

Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. CONTRACTOR BY EXECUTION OF THIS CONTRACT HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THE COURTS REFERENCED IN THIS SECTION B.15.

B.16 ALLOWANCES

B.16.1 The Contractor shall include in the Contract Price all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the City may direct.

B.16.2 Unless otherwise provided in the Contract Documents:

(a) when finally reconciled, allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

(b) Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Price but not in the allowances;

(c) whenever costs are more than or less than allowances, the Contract Price shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (i) the difference between actual costs and the allowances under Section B.16.2(a) and (2) changes in Contractor's costs under Section B.16.2(b).

(d) Unless City requests otherwise, Contractor shall provide to City a proposed fixed price for any allowance work prior to its performance.

B.17 SUBMITTALS, SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

B.17.1 The Contractor shall prepare and keep current, for the City's Authorized Representative, a schedule and list of submittals, which is coordinated with the Contractor's construction schedule and allows the City's Authorized Representative ten (10) days to review submittals. The City reserves the right to finally approve the schedule and the list of submittals. Submittals include, without limitation, Shop Drawings, Product Data, and Samples, which are described below:

(a) Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

(b) Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

(c) Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

B.17.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required by the Contract Documents the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review of submittals by the Architect/Engineer is not conducted for the purpose of determining the accuracy and completeness of other details

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such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, or for approval of safety precautions or, unless otherwise specifically stated by the Architect/Engineer, of any construction means, methods, techniques, sequences or procedures, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect/Engineer's review of the Contractor's submittals shall not relieve the Contractor of its obligations under the Contract Documents. The Architect/Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component. Informational submittals upon which the Architect/Engineer is not expected to take responsive action may be so identified in the Contract Documents. Submittals which are not required by the Contract Documents may be returned by the Architect/Engineer without action.

B.17.3 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect/Engineer Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the City or of separate contractors. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Architect/Engineer without action.

B.17.4 By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

B.17.5 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect/Engineer.

B.17.6 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect/Engineer's review or approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect/Engineer in writing of such deviation at the time of submittal and (1) the Architect/Engineer has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order has been executed by the City authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect/Engineer's review or approval thereof.

B.17.7 In the event that the City elects not to have the obligations and duties described under this Section B.17 performed by the Architect/Engineer, or in the event no Architect/Engineer is employed by the City on the project, all obligations and duties assigned to the Architect/Engineer hereunder shall be performed by the City's Authorized Representative.

B.18 SUBSTITUTIONS

The Contractor may make Substitutions only with the consent of the City, after evaluation by the City's Authorized Representative and only in accordance with a Change Order. Substitutions shall be subject to the requirements of the bid documents. By making requests for

Substitutions, the Contractor represents that the Contractor has personally investigated the proposed substitute product; represents that the Contractor will provide the same warranty for the Substitution that the Contractor would for the product originally specified unless approved otherwise; certifies that the cost data presented is complete and includes all related costs under this Contract including redesign costs, and waives all claims for additional costs related to the Substitution which subsequently become apparent; and will coordinate the installation of the accepted Substitution, making such changes as may be required for the Work to be completed in all respects.

B.19 USE OF PLANS AND SPECIFICATIONS

Plans, Specifications and related Contract Documents furnished to Contractor by City or City's Architect/Engineer shall be used solely for the performance of the Work under this Contract. Contractor and its Subcontractors and suppliers are authorized to use and reproduce applicable portions of such documents appropriate to the execution of the Work, but shall not claim any ownership or other interest in them beyond the scope of this Contract, and no such interest shall attach. Unless otherwise indicated, all common law, statutory and other reserved rights, in addition to copyrights, are retained by the City.

B.20 FUNDS AVAILABLE AND AUTHORIZED

The City reasonably believes at the time of entering into this Contract that sufficient funds are available and authorized for expenditure to finance the cost of this Contract within the City's appropriation or limitation. Contractor understands and agrees that, to the extent that sufficient funds are not available and authorized for expenditure to finance the cost of this Contract, the City's payment of amounts under this Contract attributable to Services performed after the last day of the current fiscal year is contingent on the City receiving from the City of Hillsboro City Council appropriations, limitations or other expenditure authority sufficient to allow the City, in the exercise of its reasonable administrative discretion, to continue to make payments under this Contract.

B.21 ATTORNEY FEES

If a suit or action is filed to enforce any of the terms of this Contract each party is responsible for their respective costs and fees, including attorney fees.

SECTION C

WAGES AND LABOR

C.1 WAGE RATES ON PUBLIC WORKS

C.1.1 When the Contract price exceeds \$50,000 or when \$2,000 or more of Federal funds are used, the Contractor shall comply fully with the provisions of ORS 279C.800 through 279C.870, including the prevailing wage rates established by the Bureau of Labor and Industries (BOLI). Documents establishing those conditions, as determined by the Commissioner of the Bureau of Labor and Industries (BOLI), are incorporated as referenced herein. If Federal funds are used then the Davis-Bacon Act (DBA) Wage Determination will be attached to the Invitation to Bid. The Contractor and Subcontractor(s) shall pay the higher of the applicable State or Federal prevailing rate of wage.

C.1.2 In accordance with ORS 279C.830(c)(3) the Contractor and every subcontractor must have a public works bond filed with the Construction Contractors Board before starting work on the project unless exempt.

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C.2 PAYROLL CERTIFICATION AND FEE REQUIREMENTS; ADDITIONAL RETAINAGE

C.2.1 In accordance with ORS 279C.845, the Contractor and every Subcontractor shall submit written certified statements to the City's Authorized Representative, on the form prescribed by the Commissioner of the Bureau of Labor and Industries (BOLI), certifying the hourly rate of wage paid each worker which the Contractor or the Subcontractor has employed on the project and further certifying that no worker employed on the project has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the Contract, which certificate and statement shall be verified by the oath of the Contractor or the Subcontractor that the Contractor or Subcontractor has read such statement and certificate and knows the contents thereof and that the same is true to the Contractor or Subcontractor's best knowledge and belief. The certified statements shall set out accurately and completely the payroll records for the prior week including the name and address of each worker, the worker's correct classification, rate of pay, daily and weekly number of hours worked, deductions made and actual wages paid. Certified statements for each week during which the Contractor or Subcontractor has employed a worker on the project shall be submitted once a month, by the fifth business day of the following month.

The Contractor and Subcontractors shall preserve the certified statements for a period of six (6) years from the date of completion of the Contract.

C.2.2 Pursuant to ORS 279C.845(7), the City shall retain 25 percent of any amount earned by the Contractor on this public works project until the Contractor has filed the certified statements required by section C.2.1. The City shall pay to the Contractor the amount retained under this subsection within 14 days after the Contractor files the required certified statements, regardless of whether a Subcontractor has failed to file certified statements.

C.2.3 Pursuant to ORS 279C.845(8), the Contractor shall retain 25 percent of any amount earned by a first-tier Subcontractor on this public works project until the first-tier Subcontractor has filed with the City the certified statements required by C.2.1. Before paying any amount retained under this subsection, the Contractor shall verify that the first-tier Subcontractor has filed the certified statement. Within 14 days after the first-tier Subcontractor files the required certified statement the Contractor shall pay the first-tier Subcontractor any amount retained under this subsection.

C.2.4 Pursuant to ORS 279C.825 and in accordance with administrative rules promulgated by the Commissioner of the Bureau of Labor and Industries, a fee is required to be paid by the City to the Bureau of Labor and Industries.

C.3 PROMPT PAYMENT AND CONTRACT CONDITIONS

C.3.1 Pursuant to ORS 279C.570 and as a condition to the City's performance hereunder, the Contractor shall:

C.3.1.1 Make payment promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the Work provided for in this Contract.

C.3.1.2 Pay all contributions or amounts due the State Industrial Accident Fund and the State Unemployment Compensation Trust Fund from such Contractor or Subcontractor incurred in the performance of the Contract.

C.3.1.3 Not permit any lien or claim to be filed or prosecuted against the City on account of any labor or material furnished.

C.3.1.4 Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

C.3.1.5 Demonstrate that an employee drug testing program is in place as follows:

Contractor represents and warrants that Contractor has in place at the time of the execution of this Contract, and shall maintain during the term of this Contract, an Employee Drug Testing Program for its employees.

C.3.2 Pursuant to ORS 279C.515, and as a condition to City of Hillsboro's performance hereunder

C.3.2.1 If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a Subcontractor by any person in connection with the Project as such claim becomes due, the proper officer(s) representing the City may pay the claim and charge the amount of the payment against funds due or to become due Contractor under this Contract. Payment of claims in this manner shall not relieve the Contractor or the Contractor's surety from obligation with respect to any unpaid claims.

C.3.2.2 If the Contractor or a first-tier Subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within 30 days after receipt of payment from the public contracting agency or a Contractor, the Contractor or first-tier Subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580(3) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the Contractor or first-tier Subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after the date when payment was received from the public contracting agency or from the Contractor, but the rate of interest shall not exceed 30 percent. The amount of interest may not be waived.

C.3.2.3 If the Contractor or a Subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. Every contract related to this public contract shall contain a similar clause.

C.3.3 Pursuant to ORS 279C.580, Contractor shall include in each Subcontract for property or services entered into by the Contractor and a first-tier subcontractor, including a material supplier, for the purpose of performing a construction contract:

(a) A payment clause that obligates the Contractor to pay the first-tier Subcontractor for satisfactory performance under its subcontract within 10 days out of such amounts as are paid to the Contractor by the public contracting agency under such contract; and

(b) An interest penalty clause that obligates the Contractor if payment is not made within 30 days after receipt of payment from the public contracting agency, to pay to the first-tier Subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause included in the subcontract pursuant to paragraph (a) of this subsection. A Contractor or first-tier Subcontractor shall not be obligated to pay an interest penalty if the only reason that the contractor or first-tier subcontractor did not make payment when

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payment was due is that the Contractor or first-tier Subcontractor did not receive payment from the public contracting agency or Contractor when payment was due.

(c) The interest penalty shall be for the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and computed at the rate specified in ORS 279C.515(2)

(d) A clause which requires each of Contractor's Subcontractor's to include, in each of their contracts with lower-tier Subcontractors or suppliers, provisions to the effect that the first-tier Subcontractor shall pay its lower-tier Subcontractors and suppliers in accordance with the provisions of subsections (a) (b) and (c), above and requiring each of their Subcontractors and suppliers to include such clauses in their subcontracts and supply contracts.

C.3.4 All employers, including Contractor, that employ subject workers who work under this contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its Subcontractors complies with these requirements.

C.4 PAYMENT FOR MEDICAL CARE

Pursuant to ORS 279C.530, and as a condition to the City's performance hereunder, Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical, and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such Contractor all sums of which the Contractor agrees to pay for such services and all moneys and sums which the Contractor has collected or deducted from the wages of personnel pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

C.5 HOURS OF LABOR

As a condition to the City's performance hereunder, Contractor shall comply with ORS 279C.540, as amended from time to time and incorporated herein by this reference:

Pursuant to ORS 279C.540 and as a condition to the City's performance hereunder, no person shall be employed to perform Work under this Contract for more than 10 hours in any one day or forty hours in any one week, except in cases of necessity, emergency or where public policy absolutely requires it. In such instances, Contractor shall pay the employee at least time and a half pay:

- (a) For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or
- (b) For all overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
- (c) For all Work performed on Saturday and on any legal holiday specified in ORS 279C.540.

This section C.5 will not apply to Contractor's Work under this Contract if Contractor is currently a party to a collective bargaining agreement with any labor organization.

This Section C.5 shall not excuse Contractor from completion of the Work within the time required under this Contract.

SECTION D

CHANGES IN THE WORK

D.1 CHANGES IN WORK

D.1.1 The terms of this Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, without prior written approval of the City's Authorized Representative.

D.1.2 It is mutually agreed that changes in Plans, quantities, or details of construction are inherent to the nature of construction and may be necessary or desirable during the course of construction. The City's Authorized Representative may at any time, without notice to the sureties, either increase or decrease the amount of Work to be performed under the Contract. Without impairing the Contract, the City reserves the right to require changes determined necessary or desirable to complete the proposed construction within the general scope of the Contract. These changes may include, but are not limited to:

- (a) Specifications and design.
- (b) Increases or decreases in quantities.
- (c) Additional Work.
- (d) Elimination of any Contract item.
- (e) Duration of Project.
- (f) Acceleration or delay in performance of Work.

D.1.3 The City and Contractor agree that changes shall be administered and negotiated according to the following:

Any Contract amendment including change orders, extra Work, field orders, or other changes in the Contract Documents which modifies the original Contract, may be made with the Contractor without competitive bidding subject to the following conditions:

The original Contract was let by competitive procurement, unit prices or solicitation alternates were provided that established the cost for additional Work, and a binding obligation exists on the parties covering the terms and conditions of the additional Work.

D.1.4 In the event there are any changes, including deductions or extra Work of a class not covered by the prices included in the Contract Documents, the basis of payments shall be agreed upon in writing between the Parties to the Contract before the Work is done. If basis for payment cannot be agreed upon prior to the beginning of the Work, and if so directed by the City's Authorized Representative, then Work shall be performed on the basis of furnishing direct labor, equipment, and material costs on all Work performed. In either case, in addition to Direct Costs, up to the following amounts may be added (or deducted if a reduction to work bid as a lump sum) to the Contractor's or Subcontractor's Direct Costs to cover overhead expenses for Work performed with their own forces:

Labor (prevailing wage rate)	15%
Equipment	12%
Materials	12%

When Work is performed by an authorized Subcontractor, the Contractor will be allowed a supplemental mark-up on each piece of subcontract Work covered by the change order up to the following:

\$0.00 - \$5,000.00.....	15%
Over \$5,000.00.....	7.5%

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These payments made to the Contractor will be complete compensation for Overhead, profit, and all other costs that were incurred by the Contractor or by other forces furnished by the Contractor, including Subcontractors. These payments apply to all change order Work. No other reimbursement, compensation, or payment will be made.

D.1.5 If any change under this section causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the Work under this Contract, the Contractor must submit a written statement setting forth the nature and specific extent of the claim, including all time and cost impacts against the Contract as soon as possible, but no later than five (5) days after receipt of any written notice of modification of the Contract. (Refer also to Section H. 1.4 for notification.)

D.1.6 No claim by the Contractor for additional costs shall be allowed if made after receipt of final payment application under this Contract.

D.1.7 All change order Work shall be executed under the conditions of the Contract Documents except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.

D.1.8 Deductive changes are those which reduce the scope of the Work. All deductive changes will be negotiated using the percentages for labor, equipment, material and Subcontractor's mark-ups in D. 1.4 which will reduce the price of the contract.

D.1.9 It is understood that changes in the Work are inherent to construction of this type. The number of changes, the scope of those changes, and the impact they have on the progress of the original Work cannot be defined at this time. The Contractor is notified that numerous changes are anticipated and that there will be no compensation made to the Contractor directly related to the number of changes. Each change will be evaluated for extension of Contract time and increase or decrease in compensation based on its own merit.

D.2 DELAYS

D.2.1 If the Contractor is delayed by any actions of the City, City's Authorized Representative, or any other employee or agent of the City, or by separate contractor employed by the City, or by Force Majeure, **the Contractor shall submit a written notification of the delay to the City's Authorized Representative within two working days of the delay.** This notice shall state the cause of the potential delay, the Project components impacted by the delay, and the anticipated time extension necessary to compensate for the delay. Within seven days after the cause of the delay has been mitigated, or in no case more than 30 days after the initial notice, the Contractor shall submit to the City's Authorized Representative, a complete and detailed request for additional time resulting from the delay. The request shall be reviewed as described in Section D.3 Claims Review Process.

D.2.2 Avoidable delays include delays which could have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its Subcontractors, including, but not limited to, the following:

- (a) Delays which may in themselves be unavoidable but which affect only a portion of the Work and do not necessarily prevent or delay the prosecution of other parts of the Work nor the completion of the whole Work within the Contract time.
- (b) Delays which do not impact activities on the accepted critical path schedule.

- (c) Time associated with the reasonable interference of other contractors employed by the City which do not necessarily prevent the completion of the whole Work within the Contract time.

D.2.3 Unavoidable delays include those which result from causes beyond the control of the Contractor and which could not have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its Subcontractors. Delays caused by Force Majeure, war, public enemy, freight embargoes, and strikes which occur despite the Contractor's reasonable efforts to avoid them, shall be considered as unavoidable.

D.2.4 The City may grant a time extension for avoidable or unavoidable delay if the City deems it is in its best interest. Except as otherwise provided in ORS 279C.315, time extensions for avoidable or unavoidable delays shall not be compensable. Only delays within the reasonable control of the City shall be compensable.

D.2.5 Claims by the Contractor based on adverse weather conditions must be substantiated by documentation that weather conditions were abnormal for the specific time period claimed, could not have been anticipated by the Contractor, and adversely impacted the Project. A rain, windstorm, high water, or other natural phenomenon for the specific locality of the Work, which might reasonably have been anticipated from the previous ten (10) years historical records of the general locality of the Work, shall not be construed as abnormal. It is hereby agreed that rainfall greater than the following cannot be reasonably anticipated:

- (a) Daily rainfall equal to, or greater than, 0.50 inch during a month when the monthly rainfall exceeds the normal monthly average by twenty-five percent (25%) or more.
- (b) Daily rainfall equal to, or greater than, 0.75 inch at any time.
- (c) The Office of the Environmental Data Service of the National Oceanic and Atmospheric Administration (NOAA) of the U.S. Department of Commerce nearest the Project site shall be considered the official agency of record for weather information.

D.2.6 If the Contractor discovers site conditions which differ materially from what was represented in the Contract Documents or from conditions that would normally be expected to exist and be inherent to the construction activities defined in the Contract Documents, the Contractor shall notify the City's Authorized Representative immediately and before the area has been disturbed. The City's Authorized Representative will investigate the area and make a determination as to whether or not the conditions differ materially from either the conditions stated in the Contract Documents or those which could reasonably be expected in execution of this particular Contract. If it is determined that a differing site condition exists, any compensation or credit will be determined based on Section D. 1, Changes. If the Contractor does not concur with the decision of the City's Authorized Representative and/or believes that it is entitled to additional compensation, the Contractor may proceed to file a claim.

D.3 CLAIMS REVIEW PROCESS

D.3.1 All Contractor claims shall be referred to the City's Authorized Representative for review. All claims shall be made in writing to the City's Authorized Representative not more than five (5) days from the date of the occurrence of the event which gives rise to the claim or not more than five (5) days from the date that the Contractor knew or should

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have known of the problem. Unless the claim is made in accordance with these time requirements, it shall be waived.

D.3.2 All claims shall be submitted in writing and shall include a detailed, factual statement of the basis of the claim, pertinent dates, Contract provisions which support or allow the claim, reference to or copies of any documents which support the claim, the exact dollar value of the claim, and specific time extension requested for the claim. If the claim involves Work to be completed by Subcontractors, the Contractor will analyze and evaluate the merits of the Subcontractor claim. The claim, analysis and evaluation will then be forwarded to the City's Authorized Representative. The City's Authorized Representative and the City will not consider direct claims from Subcontractors, suppliers, manufacturers, or others not a party to this Contract.

D.3.3 The City's Authorized Representative will review all claims and take one or more of the following preliminary actions within ten days of receipt of a claim: (1) request additional supporting information from the Contractor; (2) inform the Contractor and City in writing of the time required for adequate review and response; (3) reject the claim in whole or in part and identify the reasons for rejection; (4) recommend approval of all or part of the claim; or (5) propose an alternate resolution.

D.3.4 The City's Authorized Representative's decision shall be final and binding on the Contractor unless appealed by written notice to the City within five (5) days of receipt of the decision. The Contractor must present written documentation supporting the claim within five (5) days of the notice of appeal. After receiving the appeal documentation, the City shall review the materials and render a decision within 30 days after receiving the appeal documents.

D.3.5 The decision of the City shall be final and binding unless the Contractor requests mediation within fifteen days of receipt of the City's decision. Both the City and the Contractor are obligated to participate in the mediation process prior to either or both proceeding to litigation. The mediation process is non-binding.

D.3.6 Should the parties arrive at an impasse regarding any claims or disputed claims, it is agreed that the parties shall submit to mediation prior to the commencement of litigation. The mediator shall be an individual mutually acceptable to both parties, but in the absence of agreement each party shall select a temporary mediator and the temporary mediators shall jointly select the permanent mediator. Each party will pay its own costs for the time and effort involved in mediation. The cost of the mediator shall be split equally between the two parties. Both parties agree to exercise their best effort in good faith to resolve all disputes in mediation. Participation in mediation is a mandatory requirement of both the City and the Contractor. The schedule and time allowed for mediation will be mutually acceptable. The parties agree to comply with City's administrative rules governing the confidentiality of mediation, if any, and shall execute all necessary documents to give effect to such confidentiality rules.

D.3.7 Regardless of the review period or the final decision of the City's Authorized Representative, the Contractor shall continue to diligently pursue the Work as identified in the Contract Documents. In no case is the Contractor justified or allowed to cease Work without a written stop work order from the City or City's Authorized Representative.

SECTION E

PAYMENTS

E.1 SCHEDULE OF VALUES

The Contractor shall submit, at least ten days prior to submission of its first application for progress payment, a schedule of values ("Schedule of Values") for the contracted Work. This schedule will provide a breakdown of values for the contracted Work and will be the basis for progress payments. The breakdown will demonstrate reasonable, identifiable, and measurable components of the Work. Unless objected to by the City's Authorized Representative, this schedule shall be used as the basis for reviewing Contractor's applications for payment.

E.2 APPLICATIONS FOR PAYMENT

E.2.1 City shall make progress payments on the Contract monthly as Work progresses. Payments shall be based upon estimates of Work completed and the Schedule of Values. All payments shall be approved by the City's Authorized Representative. A progress payment shall not be considered acceptance or approval of any Work or waiver of any defects therein. City shall pay to Contractor interest on the progress payment, not including retainage, due the Contractor. The interest shall commence 30 days after the receipt of invoice from the Contractor or 15 days after the payment is approved by the City's Authorized Representative, whichever is the earlier date. The rate of interest shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after receipt of the invoice from the Contractor or 15 days after the payment is approved by the City, whichever is the earlier date, but the rate of interest shall not exceed 30 percent. Notwithstanding the foregoing, in instances when an application for payment is filled out incorrectly, or when there is any defect or impropriety in any submitted application or when there is a good faith dispute, City shall so notify the Contractor within 15 days stating the reason or reasons the application for payment is defective or improper or the reasons for the dispute. A defective or improper application for payment, if corrected by the Contractor within seven days of being notified by the City, shall not cause a payment to be made later than specified in this section unless interest is also paid. Payment of interest will be postponed when payment on the principal is delayed because of disagreement between the City and the Contractor.

E.2.2 Contractor shall submit an application for each payment to the City's Authorized Representative and, if required, receipts or other vouchers showing payments for materials and labor including payments to Subcontractors. The Contractor's application for payment shall include a schedule of the percentages of the various parts of the Work completed, based on the Schedule of Values, which shall aggregate to the payment application total, and shall include, on the face of each copy thereof, a certificate in substantially the following form:

"I, the undersigned, hereby certify that the above bill is true and correct, and the payment therefore, has not been received.

Signed: _____

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E.2.3 Generally, request for payment will be accepted only for materials that have been installed or have been delivered to the job site and are secured from damage or theft. Under special conditions, payment requests for stored materials that are off-site will be accepted only at the City's sole discretion and only if all the following conditions are met:

- (a) The request for stored material shall be submitted at least 30 days in advance of the Application for Payment on which it appears. Requests for payment shall be entertained for major equipment, components or expenditures only.
- (b) The Contractor shall submit paid invoices showing the quantity and cost of the material stored with the application for payment that is to pay for the materials.
- (c) The material shall be stored in a bonded warehouse and City's Authorized Representative shall be granted the right to access the material for the purpose of removal or inspection at any time during the Contract Period.
- (d) The Contractor shall name the City as co-insured on the insurance policy covering the full value of the property while in the care and custody of the Contractor until it is installed. A certificate noting this coverage shall be issued to the City.
- (e) Payments shall be made for material only. The submitted invoice amount shall be reduced by the cost of transportation and for the cost of an inspector to check the delivery at out of town storage sites. The cost of said inspection shall be born solely by the Contractor.
- (f) Payment for stored materials shall in no way indicate acceptance of the materials or waive any rights under this Contract for the rejection of the Work or materials not in conformance with the Contract Documents.
- (g) All required documentation must be submitted with the respective Application for Payment.

E.2.4 The City reserves the right to withhold payment for Work which has been demonstrated or identified as failing to conform to the Contract Documents.

E.3 PAYROLL CERTIFICATION REQUIREMENT

E.3.1 Payroll certification is required before payments are made on the Contract. Refer to Section C.2 for this information.

E.4 DUAL PAYMENT

Contractor shall not be compensated for Work performed under this Contract from any City Department other than the City Department which is a party to this Contract.

E.5 RETAINAGE

E.5.1 Retainage shall be withheld and released in accordance with ORS 279C.550 to 279C.580:

E.5.1.1 City may reserve as retainage from any progress payment an amount not to exceed five percent of the payment. As Work progresses, City may reduce the amount of the retainage and may eliminate retainage on any remaining monthly Contract payments after 50 percent of the Work under the Contract is completed, if, in the City's opinion, such Work is progressing satisfactorily. Elimination or reduction of retainage shall be allowed only upon written application by the Contractor, which application shall include written approval of Contractor's surety; except that when the

Work is 97-1/2 percent completed the City may, at its discretion and without application by the Contractor, reduce the retained amount to 100 percent of the value of the Work remaining to be done. Upon receipt of written application by the Contractor, City shall respond in writing within a reasonable time.

E.5.1.2 In accordance with the provisions of ORS 279C.560, ORS 279C.570 and OAR 137-049-0820, Contractor may request in writing:

- (a) to be paid amounts which would otherwise have been retained from progress payments where Contractor has deposited acceptable bonds and securities of equal value with City or in an escrow account, satisfactory to City, with an approved bank or trust company to be held in lieu of the cash retainage for the benefit of City;
- (b) that retainage be deposited in an interest bearing account, established through the City's Treasurer, in a bank, savings bank, trust company or savings association for the benefit of City, with earnings from such account accruing to the Contractor; or
- (c) that the City allow Contractor to deposit a surety bond for the benefit of City, in a form acceptable to City, in lieu of all or a portion of funds retained, or to be retained. Such bond and any proceeds therefrom shall be made subject to all claims and liens in the manner and priority as set forth for retainage under ORS 279C.550 to ORS 279C.580.

Where the City has agreed to the Contractor's election of option (a) or (b), City may recover from Contractor any additional costs incurred through such election by reducing Contractor's final payment. Where the City has agreed to Contractor's election of option (c), Contractor shall accept like bonds from Subcontractors and suppliers on the Project.

E. 5.1.3 The retainage held by City shall be included in and paid to the Contractor as part of the final payment of the Contract Price. The City shall pay to Contractor interest at the rate of one and one-half percent per month on the final payment due Contractor, interest to commence thirty (30) days after the Work under the Contract has been completed and accepted and to run until the date when final payment is tendered to Contractor. The Contractor shall notify City in writing when the Contractor considers the Work complete and City shall, within fifteen (15) days after receiving the written notice, either accept the Work or notify the Contractor of Work yet to be performed on the Contract. If City does not within the time allowed notify the Contractor of Work yet to be performed to fulfill contractual obligations, the interest provided by this subsection shall commence to run thirty (30) days after the end of the 15-day period.

E.5.1.4 In accordance with the provisions of ORS 279C.560(6), The City shall reduce the amount of the retainage if the Contractor notifies the controller of the City that the Contractor has deposited in a bank or trust company, in a manner authorized by the City's Authorized Representative, bonds and securities of equal value of a kind approved by the City's Authorized Representative.

E.6 FINAL PAYMENT

Upon completion of all the Work under this Contract, the Contractor shall notify the City's Authorized Representative, in writing, that Contractor has completed Contractor's part of the Contract and shall request final payment. Upon receipt of such notice the City's Authorized Representative will inspect the Work, and if acceptable, submit to the City a recommendation as to acceptance of the completed Work and as to the final estimate of the amount

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due the Contractor. If the Work is not acceptable, City will notify Contractor within fifteen (15) Days of Contractor's request for final payment. Upon approval of this final estimate by the City and compliance by the Contractor with provisions in Section K. 3 AFFIDAVIT/RELEASE OF LIENS AND CLAIMS, and other provisions as may be applicable, the City shall pay to the Contractor all monies due Contractor under the provisions of these Contract Documents.

SECTION F

JOB SITE CONDITIONS

F.1 USE OF PREMISES

Contractor shall confine equipment, storage of materials and operation of Work to the limits indicated by Contract Documents, law, ordinances, permits or directions of the City's Authorized Representative. Contractor shall follow the City's Authorized Representative's instructions regarding use of premises, if any.

F.2 PROTECTION OF WORKERS, PROPERTY AND THE PUBLIC

F.2.1 Contractor shall maintain continuous and adequate protection of all of the Work from damage, and shall protect the City's Authorized Representative, City's workers and property from injury or loss arising in connection with this Contract. Contractor shall remedy acceptably to the City, any damage, injury, or loss, except such as may be directly due to errors in the Contract Documents or caused by authorized representatives or personnel of the City. Contractor shall adequately protect adjacent property as provided by law and the Contract Documents.

F.2.2 Contractor shall take all necessary precautions for the safety of all personnel on the job site, and shall comply with the Contract Documents and all applicable provisions of federal, state and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed. Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for protection of workers and the public against any hazards created by construction. Contractor shall designate a responsible employee or associate on the Work site, whose duty shall be the prevention of accidents. The name and position of the person designated shall be reported to the City's Authorized Representative. The City's Authorized Representative has no responsibility for Work site safety. Work site safety is the responsibility of the Contractor.

F.2.3 Contractor shall not enter upon private property without first obtaining permission from the property owner or its duly authorized representative. Contractor shall be responsible for the preservation of all public and private property along and adjacent to the Work contemplated under the Contract and shall use every precaution necessary to prevent damage thereto. In the event the Contractor damages any property, the Contractor shall at once notify the property owner and make, or arrange to make, full restitution. Contractor shall report, immediately in writing, to the City's Authorized Representative, all pertinent facts relating to such property damage and the ultimate disposition of the claim for damage.

F.2.4 Contractor is responsible for protection of adjacent work areas including impacts brought about by activities, equipment, labor, utilities, and materials on the site.

F.2.5 Contractor shall at all times direct its activities in such a manner as to minimize adverse effects to the

environment. Handling of all materials will be conducted so no release will occur that may pollute or become hazardous.

F.2.6 In an emergency affecting the safety of life or of the Work or of adjoining property, the Contractor, without special instruction or authorization from the City's Authorized Representative, shall act reasonably to prevent threatened loss or injury, and shall so act, without appeal, if instructed by the City's Authorized Representative. Any compensation claimed by the Contractor on account of emergency work shall be determined in accordance with section D.

F.3 CUTTING AND PATCHING

F.3.1 Contractor shall be responsible for coordinating all cutting, fitting, or patching of the Work to make its several parts come together properly and fit to receive or be received by work of other contractors or Subcontractors shown upon, or reasonably implied by, the Contract Documents.

F.3.2 Contractor shall be responsible for restoring all cut, fitted, or patched surfaces to an original condition; provided, however, that if a different condition is specified in the Contract Documents, then Contractor shall be responsible for restoring such surfaces to the condition specified in the Contract Documents.

F.4 CLEANING UP

From time to time as may be ordered by the City and, in any event, immediately after completion of the Work, the Contractor shall, at his own expense, clean up and remove all refuse and unused materials of any kind resulting from the Work. If Contractor fails to do so within twenty-four hours after notification by the City the work may be done by others and the cost charged to the Contractor and deducted from payment due the Contractor.

F.5 ENVIRONMENTAL CONTAMINATION

F.5.1 Contractor will be held responsible for any and all spills, releases, discharge or leaks of environmental pollution during performance of the Contract which occur as a result of, or are contributed by, actions of its agent, personnel, or subcontractors. Contractor agrees to promptly dispose of such spills, releases, discharge or leaks to the satisfaction of the City and proper regulatory agencies in a manner that complies with applicable federal, state, and local laws and regulations. Cleanup shall be at no cost to the City and be performed by properly qualified personnel.

F.5.1.1 Contractor shall obtain the City's written consent prior to bringing onto the Work site any (i) environmental pollutants or (ii) hazardous substances or materials, as the same or reasonably similar terms are used in any applicable federal, state, or local statutes, rules or ordinances. Notwithstanding such written consent from the City, the Contractor, at all times, shall:

(a) properly handle, use and dispose or all environmental pollutants and hazardous substances or materials brought onto the Work site, in accordance with all applicable federal, state, or local statutes, rules, or ordinances;

(b) be responsible for any and all spills, releases, discharges, or leaks of (or from) environmental pollutants or hazardous substances or materials which Contractor has brought onto the Work site; and

(c) promptly clean up, without cost to the City, such spills, releases, discharges, or leaks to the City's satisfaction and in compliance with all applicable federal, state, or local statutes, rules or ordinances.

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F.5.1.2 Contractor shall be liable for any and all costs, expenses, damages, claims, and causes of action, or any of them, related to or arising out of a spill, release, discharge, or leak of (or from) any environmental pollutant or hazardous substance or material, to the extent such spill, release, discharge, or leak was caused or contributed to by Contractor's (i) negligence or (ii) failure to perform in accordance with the Contract Documents. Nothing in this section F.5.1.2 shall limit Contractor's liability or responsibility under Section G.2. 1. I of this Contract.

F.5.2 Contractor shall report all reportable quantity releases to applicable federal, state, and local regulatory and emergency response agencies. Reportable quantities are found in 40 CFR Part 302, Table 302.4 for hazardous substances and in OAR Chapter 340 Division 108 for all products addressed therein. Upon discovery, regardless of quantity, Contractor must telephonically report all releases to the City. A written follow-up report shall be submitted to City within 48 hours of the telephonic report. Such written report shall contain, as a minimum:

- (a) Description of items released (identity, quantity, manifest no., and all other documentation required by law.)
- (b) Whether amount of items released is EPA/DEQ reportable, and, if so, when it was reported.
- (c) Exact time and location of release, including a description of the area involved.
- (d) Containment procedures initiated.
- (e) Summary of communications about the release Contractor has had with members of the press or State officials other than City.
- (f) Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.
- (g) Personnel injuries, if any, resulting from, or aggravated by, the release.

F.6 ENVIRONMENTAL CLEAN-UP

F.6.1 Unless disposition of environmental pollution is specifically a part of this Contract, or was caused by the Contractor (reference F.5 Environmental Contamination), Contractor shall immediately notify City of any hazardous substance(s) which Contractor discovers or encounters during performance of the Work required by this Contract. "Hazardous substance(s)" are those substances, materials or wastes regulated in 40 CFR, Part 261 and defined as hazardous in 40 CFR S 261.3. In addition to notifying City of any hazardous substance(s) discovered or encountered, Contractor shall immediately cease working in any particular area of the Project where a hazardous substance(s) has been discovered or encountered if continued work in such area would present a risk or danger to the health or well being of Contractor's or any Subcontractor's work force.

F.6.2 Upon being notified by Contractor of the presence of hazardous substance(s) on the Project site, City shall arrange for the proper disposition of such hazardous substance(s).

F.7 FORCE MAJEURE

F.7.1 Neither party to this Contract shall be held responsible for delay or default caused by fire, riot, acts of God, sovereign, or public enemy, strikes, freight embargoes and/or war which is beyond that party's control. The City may terminate this Contract upon written notice after

determining such delay or default will reasonably prevent successful performance of the Contract.

F.7.2 In the event Force Majeure impacts this Project, the City may grant a reasonable extension of time, and there shall be no additional compensation paid to the Contractor.

SECTION G

BONDING AND INSURANCE

G.1 PERFORMANCE AND PAYMENT SECURITY

G.1.1 In accordance with ORS 279C.380 and OAR 137-049-0460 a 100% Performance Bond and a 100% Payment Bond is required for all Public Improvement contracts, which the Contractor shall furnish and maintain in effect at all times during the Contract Period, when the contract amount exceeds \$50,000 (HMC 2.56.100(C)).

G.1.2 ***A 100% performance bond form and a 100% payment bond*** form furnished by ***the City of Hillsboro and notarized by awarded Contractor's*** surety company authorized to do business in Oregon is the only acceptable form of ***performance bond and payment bond*** security, except as provided for in ORS 279C.380(1)(a).

G.2 WARRANTY BOND

G.2.1 When the contract amount exceeds \$50,000 the Invitation to Bid (ITB) may require the Contractor to obtain warranty security at the Contractor's own expense (HMC 2.56.100) before the final payment of the contract is issued. The warranty security furnished by the Contractor for the work performed may be up to twenty-five percent (25%) of the original amount of the contract to guarantee replacement and repair of the public improvements as described in the contract for a period of one year or such other period as specified in the ITB, following the issuance of the written Notice of Substantial Completion.

G.2.2 The warranty bond form furnished by the City and notarized by the awarded Contractor's surety company authorized to do business in Oregon is the only acceptable form of warranty security.

G.3 INSURANCE AND INDEMNIFICATION

G.3.1 Responsibility For Damages/ Hold Harmless:

G.3.1.1 Contractor shall indemnify, defend, save and hold harmless the City of Hillsboro, its elected and appointed officials, officers, agents, employees and volunteers against all liability, claims, suits or actions of whatsoever nature, loss or expenses, including attorney fees, and against all claims, actions, judgments based upon or arising out of damage or injury or death to persons or property, but only to the extent caused by a negligent act or omission by the Contractor and anyone acting on Contractor's behalf in connection with, or incidental to, this Contract or the work to be performed hereunder; provided, however, that nothing herewith shall be construed to require indemnification of City attributable to its own negligence. In addition, Contractor expressly agrees to defend, indemnify and hold the City of Hillsboro, its elected and appointed officials, officers, agents, employees and volunteers against all liability, claims, suits, actions, loss or expenses, including attorney fees, arising out of or related to any claims that the Work, the Work Product, or any other tangible or intangible items delivered to City by Contractor may be the subject of protection under any state or federal intellectual property law or doctrine, or the City's use thereof, infringes any patent, copyright, trade secret, trademark, trade dress, mask work, utility design or other proprietary right of any third party.

Part IV

G.3.2 Primary Coverage: Insurance carried by Contractor under this Contract shall be the primary coverage, and the City's insurance is excess and solely for damages or losses for which the City is responsible. The coverage's indicated are minimums unless otherwise specified in the Contract Documents.

G.3.3 Workers' Compensation: All employers, including Contractor, that employ subject workers who work under this contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. This shall include Employer's Liability Insurance with coverage limits of not less than \$100,000 for each accident. Contractors who perform the Work without the assistance or labor of any employee need not obtain such coverage if the Contractor certifies so in writing. Contractor shall ensure that each of its Subcontractors complies with these requirements. The Contractor shall require proof of such Workers' Compensation by receiving and keeping on file a certificate of insurance from each Subcontractor or anyone else directly employed by either the Contractor or its Subcontractors.

G.4 BUILDER'S RISK INSURANCE

G.4.1 Builder's Risk:(For new construction or building additions) During the term of this Contract, the Contractor shall maintain in force, at its own expense, Builder's Risk insurance on an all risk form, including earthquake and flood, for an amount equal to the full amount of the Contract. Any deductible shall not exceed \$50,000 for each loss, except the earthquake and flood deductible shall not exceed 2 percent of each loss or \$50,000, whichever is more. The policy will include as loss payees the City, the Contractor and its Subcontractors as their interests may appear.

G.4.2 Builder's Risk Installation Floater: (For other than new construction) The Contractor shall obtain, at the Contractor's expense, and keep in effect during the term of this Contract, a Builder's Risk Installation Floater for coverage of the Contractor's labor, materials and equipment to be used for completion of the Work performed under this Contract. The minimum amount of coverage to be carried shall be equal to the full amount of the Contract. This insurance shall include as loss payees the City, the Contractor and its Subcontractors as their interests may appear.

G.4.3 Such insurance shall be maintained until the City has occupied the facility.

G.4.4 A loss insured under the Builder's Risk insurance shall be adjusted by the City and made payable to the City for the insureds, as their interests may appear. The contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner. The City shall have power to adjust and settle a loss with insurers.

G.5 LIABILITY INSURANCE

G.5.1 Contractor shall obtain prior to beginning any work under this Contract and shall maintain in full force and effect for the term of this Contract, at Contractor's expense, **comprehensive general liability** to include bodily injury and property damage for at least \$1,000,000 per occurrence and at least \$2,000,000 aggregate per project. **Automobile liability** with a combined single limit coverage of not less than \$1,000,000 to include bodily injury and property damage and shall include coverage for owned, hired and non-owned vehicles, as applicable, for the protection of the Contractor and the City of Hillsboro. Contractor shall name

the City of Hillsboro, its elected and appointed officials, officers, agents, employees and volunteers as additional insureds. The policies shall be primary to and non-contributory with any insurance or self-insurance carried by the City, issued by a company authorized to do business in the State of Oregon. **The Contractor shall provide the City written notice within thirty (30) days of cancellation or material modification of the insurance contract at the address listed below.** Contractor shall provide certificates of insurance and **additional insured policy endorsement** to City prior to commencement of any work under this Contract. If requested, complete copies of insurance policies shall be provided to City. Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance used to satisfy these requirements.

G.5.2 "Tail" Coverage: If any of the required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of 24 months or the maximum time period the Contractor's insurer will provide such if less than 24 months. Contractor will be responsible for furnishing certification of "tail" coverage as described or continuous "claims made" liability coverage for 24 months following Final Completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided its retroactive date is on or before the effective date of this Contract. This will be a condition of the Final Acceptance of Work or Services and Related Warranty (if any).

G.5.3 If Contractor cannot obtain an insurer to name the City of Hillsboro, its elected and appointed officials, officers, agents, employees and volunteers as Additional Insureds, Contractor shall obtain at Contractor's expense, and keep in effect during the term of this Contract, City's and Contractors Protective Liability Insurance, naming the City of Hillsboro, its selected and appointed officials, officers, agents employees and volunteers as Named Insureds with not less than a \$1 million limit per occurrence. This policy must be kept in effect for 24 months following Final Completion. As evidence of coverage, Contractor shall furnish the actual policy to City prior to its issuance of a Notice to Proceed.

G.5.4 Notice of Cancellation or Change: There shall be no cancellation, material change, potential exhaustion of aggregate limits or intent not to renew insurance coverages without written notice from the Contractor or its insurer(s) to the City. Any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverages provided to the City of Hillsboro, its elected and appointed officials, officers, agents employees and volunteers.

G.5.5 Certificate(s) of Insurance: As evidence of the insurance coverage required by this Contract, the Contractor shall furnish Certificate(s) of Insurance to the City prior to its issuance of a Notice to Proceed. The Certificate(s) will specify all of the parties who are Additional Insureds or Loss Payees. Insurance coverage required under this Contract shall be obtained from acceptable insurance companies or entities authorized to do business in Oregon. Contractor shall cause the insurer to strike out the clause "endeavor to send notice of cancellation" where such or a similar clause appears in any certificate. The Contractor shall be financially responsible for all deductibles, self-insured retentions and/or self-insurance included hereunder. Any deductible, self-insured retention and/or self-insurance in excess of \$50,000 shall be disclosed to the City in writing prior to issuance of a Notice to Proceed and is subject to City's approval.

Part IV

G.5.6 Should any such insurance policy contain an annual aggregate limit of liability then the certificate shall be issued with a Separation of Aggregate Limits Endorsement with respect to the City of Hillsboro's interests.

SECTION H

SCHEDULE OF WORK

H.1 CONTRACT PERIOD

H.1.1 Time is of the essence on this Contract. The Contractor shall at all times carry on the Work diligently, without delay and punctually fulfill all requirements herein. Contractor shall commence Work on the site within 15 days of Notice to Proceed, unless directed otherwise.

H.1.2 Unless specifically extended by Change Order, all Work shall be complete by the date contained in the Contract Documents.

H.1.3 The City shall not waive any rights under the Contract by permitting the Contractor to continue or complete the Work or any part of it after the date described in H.1.2 above.

H.1.4 Any claim for additional time shall be based on written notice stating the general nature of the request, delivered to the City's Authorized Representative, in accordance with D. 2. 1. As a part of this notice, the Contractor shall provide an estimate of the probable effect of such delay on the progress of the Work and Final Completion of the Project. Failure to submit a suitable notice within the specified time period will result in the Contractor waiving this right to request additional time for that delay cause. This does not abrogate Section D. 1.5.

H.2 SCHEDULE

H.2.1 Contractor shall provide, by or before the pre-construction conference, a detailed schedule for review and acceptance by the City. The submitted schedule must illustrate Work by significant Project components, significant labor trades, long lead items, broken down by building and/or floor where applicable. Each schedule item shall account for no greater than 5 % of the monetary value of the Project or 5 % of the available time. Schedules with activities of less than one day or valued at less than 1% of the Contract will be considered too detailed and will not be accepted. Schedules lacking adequate detail, or unreasonably detailed, will be rejected. Included within the schedule are the following: Notice to Proceed, Substantial Completion, and Final Completion. Schedules will be updated monthly and submitted with the monthly payment application. Acceptance of the Schedule by the City does not constitute agreement by the City, as to the Contractor's sequencing, means, methods, or durations. Any positive difference between the Contractor's scheduled completion and the Contract completion date is float owned by the Project. Use of the float will be negotiated. In no case shall the Contractor make a claim for delays if the Work is completed within the Contract time but after Contractor's scheduled completion.

H.3 PARTIAL OCCUPANCY OR USE

H.3.1 The City may occupy or use any completed or partially completed portion of the Work at any stage, provided such occupancy or use is consented to by public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the City and Contractor have reasonably accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, insurance or self-insurance, maintenance, heat,

utilities, and damage to the Work, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents with respect to such portion of the Work. Approval by the Contractor to partial occupancy or use shall not be unreasonably withheld. Immediately prior to such partial occupancy or use, the City and Contractor shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work. Partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

.SECTION I

CORRECTION OF WORK

I.1 CORRECTION OF WORK BEFORE FINAL PAYMENT

Work failing to conform to the Contract Documents shall be deemed defective. Contractor shall promptly remove from the premises and replace, all defective materials as determined by the City's Authorized Representative as failing to conform to the Contract Documents, whether incorporated in the Work or not. Removal and replacement shall be without loss or expense to the City, and Contractor shall bear the cost of repairing all Work destroyed or damaged by such removal or replacement.

I.2 WARRANTY WORK

I.2.1 Neither the final certificate of payment nor any provision of the Contract Documents shall relieve the Contractor from responsibility for defective Work and, unless otherwise specified, Contractor shall correct any defects that appear in the Work within a period of one year from the date of issuance of the written Notice of Substantial Completion by the City except for latent defects which will be remedied by the Contractor at any time they become apparent. The City shall give Contractor notice of defects with reasonable promptness. Contractor shall perform such warranty work within a reasonable time after City's demand. If Contractor fails to complete the warranty work within such period as City determines reasonable, or at any time in the event of warranty work consisting of emergency repairs, without affecting Contractor's obligations, City may perform such work and Contractor shall reimburse City all costs of the same within ten (10) Days after demand.

I.2.2 This provision does not negate guarantees or warranties for periods longer than one year including without limitation such guarantees or warranties required by other sections of the Contract Documents for specific installations, materials, processes, equipment or fixtures.

I.2.3 In addition to Contractor's warranty, manufacturer's warranties shall pass to the City and shall not take effect until affected Work has been accepted in writing by the City's Authorized Representative.

I.2.4 The one-year period for correction of Work shall be extended with respect to portions of Work performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work, and shall be extended by corrective Work performed by the Contractor pursuant to this Section, as to the Work corrected. The Contractor shall remove from the site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the City.

Part IV

I.2.5 Nothing contained in this Section I.2 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the period for correction of Work as described in this Section I.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

I.2.6 If the City prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the City may do so instead of requiring its removal and correction, in which case the Contract Price will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

SECTION J

SUSPENSION AND/OR TERMINATION OF THE WORK

J.1 THE CITY'S RIGHT TO SUSPEND THE WORK

J.1.1 The City and/or the City's Authorized Representative has the authority to suspend portions or all of the Work due to causes including, but not limited to:

- (a) Failure of the Contractor to correct unsafe conditions;
- (b) Failure of the Contractor to carry out any provision of the Contract;
- (c) Failure of the Contractor to carry out orders;
- (d) Conditions, in the opinion of the City's Authorized Representative, which are unsuitable for performing the Work;
- (e) Time required to investigate differing site conditions;
- (f) Any reason considered to be in the public interest.

J.1.2 Contractor and the Contractor's Surety shall be notified in writing of the effective date and time of the suspension and shall be notified in writing to resume Work.

J.2 CONTRACTOR'S RESPONSIBILITIES

J.2.1 During the period of the suspension, Contractor is responsible to continue maintenance at the Project just as if the Work were in progress. This includes, but is not limited to, protection of completed Work, maintenance of access, protection of stored materials, temporary facilities, and clean-up.

J.2.2 When the Work is recommenced after the suspension, the Contractor shall replace or renew any Work damaged during the suspension, remove any materials or facilities used as part of temporary maintenance, and complete the Project in every respect as though its prosecution had been continuous and without suspension.

J.3 COMPENSATION FOR SUSPENSION

J.3.1 Depending on the reason for suspension of the Work, the Contractor or the City may be due compensation by the other party. If it was a Contractor caused suspension, the City may assess the Contractor actual costs of the suspension in terms of administration, remedial work by the City's forces or another contractor to correct the problem associated with the suspension, rent of temporary facilities, and other actual costs related to the suspension. If the suspension was caused by the City, the Contractor shall be due compensation which shall be defined using Section D,

Changes in the Work. If the suspension was required through no fault of the Contractor or the City, neither party owes the other for the impact.

J.4 CITY'S RIGHT TO TERMINATE CONTRACT

J.4.1 The City, after providing Contractor an opportunity for remedy, may, without prejudice to any other right or remedy and after giving Contractor three (3) days written notice, terminate the Contract under the conditions including but not limited to those listed below:

- (a) Failure of the Contractor to correct unsafe conditions;
- (b) Failure of the Contractor to carry out any provision of the Contract;
- (c) If Contractor should voluntarily or involuntarily, seek protection under the United States Bankruptcy Code and its Contractor as debtor-in-possession or Trustee for the estate fail to assume the Contract within a reasonable time;
- (d) If Contractor should make a general assignment for the benefit of Contractor's creditors;
- (e) If a receiver should be appointed on account of Contractor's insolvency;
- (f) If Contractor should repeatedly refuse or fail to supply an adequate number of skilled workers or proper materials to carry on the Work as required by the Contract Documents, or otherwise fail to perform the Work in a timely manner;
- (g) If Contractor should repeatedly fail to make prompt payment to Subcontractors or for material or labor, or should disregard laws, ordinances or the instructions of the City or its Authorized Representative; or
- (h) If Contractor is otherwise in material breach of any part of the Contract.

J.4.2 At any time that the above occurs, the City may take possession of the premises and of all materials and appliances and finish the Work by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive further payment until the Work is completed. If the City's cost of finishing the Work exceeds the unpaid balance of the Contract Price, Contractor shall pay the difference to the City.

J.5 TERMINATION FOR CONVENIENCE

J.5.1 City may terminate the Contract in whole or in part whenever City determines that termination of the Contract is in the best interest of the public.

J.5.2 The City will provide the Contractor and the Contractor's surety seven (7) days prior written notice of a termination for public convenience. After such notice, the Contractor and the Contractor's surety shall provide the City with immediate and peaceful possession of the premises and materials located on and off the premises for which the Contractor received progress payment under Section E. Compensation for Work terminated by the City under this provision will be according to Section E. In no circumstance shall Contractor be entitled to lost profits for Work not performed due to termination.

Part IV

J.6 ACTION UPON TERMINATION

J.6.1 Upon receiving a Notice of Termination, and except as directed otherwise by the City, Contractor shall immediately cease placing further subcontracts or orders for materials, services, or facilities. In addition, Contractor shall terminate all subcontracts or orders to the extent they relate to the Work terminated and, with the prior written approval of the City, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts and orders.

J.6.2 As directed by the City, Contractor shall upon termination transfer title and deliver to the City all Project documents, information, and other property that, if the Contract had been completed, would be required to be furnished to the City relating to the Project.

SECTION K

CONTRACT CLOSE OUT

K.1 RECORD DRAWINGS

As a condition of final payment (refer also to section E.6), Contractor shall comply with the following: Contractor shall provide to the City's Authorized Representative the record drawings of the entire Project. Record drawings shall depict the Project as constructed and shall reflect each and every change, modification, and deletion made during the construction. Record drawings are part of the Work and shall be provided prior to the City's issuance of final payment. Record drawings include all modifications to the Contract Documents unless otherwise directed. Record Drawings shall be in the form of one, clean, full-sized plan set with any project alterations, as listed above, clearly and legibly made in red permanent ink.

K.2 OPERATION AND MAINTENANCE MANUALS

As part of the Work, Contractor shall submit two completed operation and maintenance manuals ("O & M Manual") for review by the City's Authorized Representative prior to submission of any pay request for more than 75% of the Work. No payments beyond 75% will be made by the City until the O&M Manuals have been received. The O & M Manuals shall contain a complete set of all submittals, all product data as required by the specifications, training information, phone list of consultants, manufacturers, installer and suppliers, manufacturer's printed data, record and shop drawings, schematic diagrams of systems, appropriate equipment indices, warranties and bonds. The City's Authorized Representative shall review and return one O & M Manual for any modifications or additions required. Prior to submission of its final pay request, five (5) complete and approved sets of O & M Manuals shall be delivered to the City's Authorized Representative by the Contractor.

K.3 RELEASE OF LIENS AND CLAIMS

As a condition of final payment, the Contractor shall submit to the City's Authorized Representative a notarized Release of Liens and Claims Form, which states that all Subcontractors and suppliers have been paid in full, all disputes with the City's property have been resolved, all obligations on the Project have been satisfied, all monetary claims and indebtedness have been paid, and that, to the best of the Contractor's knowledge, there are no claims of any kind outstanding against the Project. The Contractor shall indemnify, defend (with counsel of City's choice) and hold harmless the City from all claims for labor and materials finished under this Contract. The Contractor shall furnish complete and valid releases or waivers, satisfactory to the City, of all liens arising out of or filed in connection with the Work.

K.4 COMPLETION NOTICES

K.4.1 Contractor shall provide the City a written notice of both Substantial and Final Completion. The certificate of Substantial Completion shall state the date of Substantial Completion, the responsibilities of the City and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and the time within which the Contractor shall finish all items on the punchlist accompanying the Certificate. Both completion notices must be signed by the Contractor and by the City's Authorized Representative to be valid. The City shall provide the final signature on the notices. The notices shall take effect on the date they are signed by the City.

K.4.2 Substantial Completion of an operating facility with operating systems (e.g., mechanical, electrical, HVAC) shall be that degree of completion that has provided a minimum of 30 continuous days of successful, trouble-free operation, which period shall begin after all performance and acceptance testing has been successfully demonstrated to the City's Authorized Representative. All equipment contained in the Work, plus all other components necessary to enable the City to operate the facility in the manner that was intended, shall be complete on the Substantial Completion date. The Contractor may request that a punch list be prepared by the City's Authorized Representative with submission of the request for the Substantial Completion notice.

K.4.3 Final Completion shall be when all Work is complete in accordance with the Contract Documents.

K.5 TRAINING

As part of the Work, and prior to submission of the request for final payment, the Contractor shall schedule with the City's Authorized Representative, training sessions for all equipment and systems, as required in the individual specifications sections. Contractor shall schedule training sessions at least two weeks in advance of the date of training to allow City personnel adequate notice. The O & M Manual shall be used as a basis for training. Training shall be a formal session, held after the equipment and/or system is completely installed and operational in its normal operating environment.

K.6 EXTRA MATERIALS

As part of the Work, Contractor shall provide spare parts, extra maintenance materials, and other materials or products in the quantities specified in the specifications, prior to final payment. Delivery point for extra materials shall be designated by the City's Authorized Representative.

K.7 ENVIRONMENTAL CLEAN-UP

As part of the Final Completion Notice, or as a separate written notice submitted with or before the Notice of Final Completion, the Contractor shall notify the City that all environmental pollution clean-up which was performed as a part of this Contract has been disposed of in accordance with all applicable rules, regulations, laws, and statutes of all agencies having jurisdiction over such environmental pollution. The notice shall state that the Contractor shall indemnify, defend (with counsel of City's choice) and hold harmless the City from any claims resulting from the disposal of the environmental pollution including removal, encapsulation, transportation, handling, and storage.

Part IV

K.8 CERTIFICATE OF OCCUPANCY

The Contractor shall not be granted Final Completion or receive final payment if the City has not received an unconditioned Certificate of Occupancy from the appropriate building officials.

K.9 OTHER CONTRACTOR RESPONSIBILITIES

The Contractor shall be responsible for returning to the City all items issued during construction such as keys, security passes, site admittance badges, and all other pertinent items. The Contractor shall be responsible for notifying the appropriate utility companies to transfer utility charges from the Contractor to the City. The utility transfer date shall not be before Substantial Completion and may not be until Final Completion, if the City does not take beneficial use of the facility and the Contractor's forces continue with the Work.

K.10 SURVIVAL

All warranty and indemnification provisions of this Contract, and all of Contractor's other obligations under this Contract that are not fully performed by the time of Final Completion or termination, shall survive Final Completion or any termination of the Contract.

SECTION L

LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

L.1 LAWS TO BE OBSERVED

In compliance with ORS 279C.525 the following is a list of federal, state and local agencies of which the City has knowledge that have enacted ordinances or regulations relating to environmental pollution and the preservation of natural resources that may affect the performance of the Contract:

L.2 FEDERAL AGENCIES

Agriculture, Department of
Forest Service
Soil Conservation Service
Coast Guard
Defense, Department of
Army Corps of Engineers
Energy, Department of
Federal Energy Regulatory Commission
Environmental Protection Agency
Health and Human Services, Department of
Housing and Urban Development, Department of
Solar Energy and Energy Conservation Bank
Interior, Department of
 Bureau of Land Management
 Bureau of Indian Affairs
 Bureau of Mines
 Bureau of Reclamation
 Geological Survey
 Minerals Management Service
 U.S. Fish and Wildlife Service
Labor, Department of
Mine Safety and Health Administration
Occupation Safety and Health Administration
Transportation, Department of Federal Highway
Administration
Water Resources Council

L.3 STATE AGENCIES

Administrative Services, Department of
Agriculture, Department of Soil and Water Conservation
Commission
Columbia River Gorge Commission
Energy, Department of
Environmental Quality, Department of
Fish and Wildlife, Department of
Forestry, Department of
Geology and Mineral Industries, Department of
Human Resources, Department of
Insurance and Finance, Department of
Land Conservation and Development Commission
Parks and Recreation, Department of
State Lands, Division of
Water Resources Department of

L.4 LOCAL AGENCIES

City Councils
County Courts
County Commissioner, Board of
Design Commissions
Historical Preservation Commission
Planning Commissions

Section V. Sample Bid Bond

**CITY OF HILLSBORO
BID BOND**

Project # _____

Project Title: _____

WE _____, as principal,
(Name of Bidding Firm)

and _____, a
(Name of Surety Company)

_____ corporation, authorized to transact business in Oregon, as surety,
(State of Incorporation)

hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns to pay unto the City of Hillsboro ten percent (10%) of the submitted Bid by the above named principal (firm) on the above named Project, namely the sum of

_____ Dollars (\$ _____)

WHEREAS, a Bid is submitted to the City of Hillsboro by the principal for the purpose of furnishing:

DOWNTOWN SIDEWALK REPAIRS PHASE 2

which Bid is made a part of this Bid bond by reference.

NOW, THEREFORE, if the Bid submitted by the principal is accepted, and if a Contract pursuant to the Bid is awarded to said principal, and if the principal enters into and executes such Contract and furnishes any performance/payment bond required by the City of Hillsboro within the time fixed by the City, then this obligation shall be void; otherwise, it shall remain in full force and effect.

IN WITNESS WHEREOF, we have caused this instrument to be executed and sealed by our duly authorized legal representatives.

Dated this _____ day of _____, 20__

(Surety) (Principal)

By: _____ By: _____
(Attorney in Fact)

(Company)

(Address)

Telephone (____) _____



Section VI. Warranty Bond

BOND NO. _____

PREMIUM NO. _____

CITY OF HILLSBORO

WARRANTY BOND

PROJECT NO. _____ PROJECT NAME: _____

WHEREAS, the City of Hillsboro (hereafter "City") and _____ (hereafter "Contractor") have entered into a contract ("Contract") dated _____, 20____, whereby Contractor agreed to install and complete certain designated public improvements as a condition of, relating to, at Contractor's own expense and which Contract is hereby referred to and made a part hereof; and

WHEREAS, Contractor is required under the terms of the Contract to furnish warranty security for the work performed pursuant to the Contract in the amount of ten percent (10%) of the original amount of the contract to guarantee replacement and repair of the improvements as described in the Contract for a period of one year following the issuance of the Notice of Substantial Completion.

NOW, THEREFORE, we, Contractor, and ("Surety"), are held and firmly bound unto City in the penal sum of _____ (\$_____) lawful money of the United States, for the payment of which we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally.

The condition of this obligation is such that if Contractor shall indemnify City for all loss that City may sustain by reason of any defective materials or workmanship which become apparent during the period of one year from and after acceptance of the improvements by the City Council of City, then this obligation shall be null and void; otherwise, this obligation shall remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys' fees incurred by City in successfully enforcing the obligation, all to be taxed as costs and included in any judgment rendered.

Surety shall provide City with thirty (30) days' written notice of Contractor's default prior to Surety terminating, suspending or revoking the bond.

In witness whereof, this instrument has been duly executed by Contractor and Surety on _____, 20__.

Contractor_____
Surety

By _____

Attorney-in-Fact

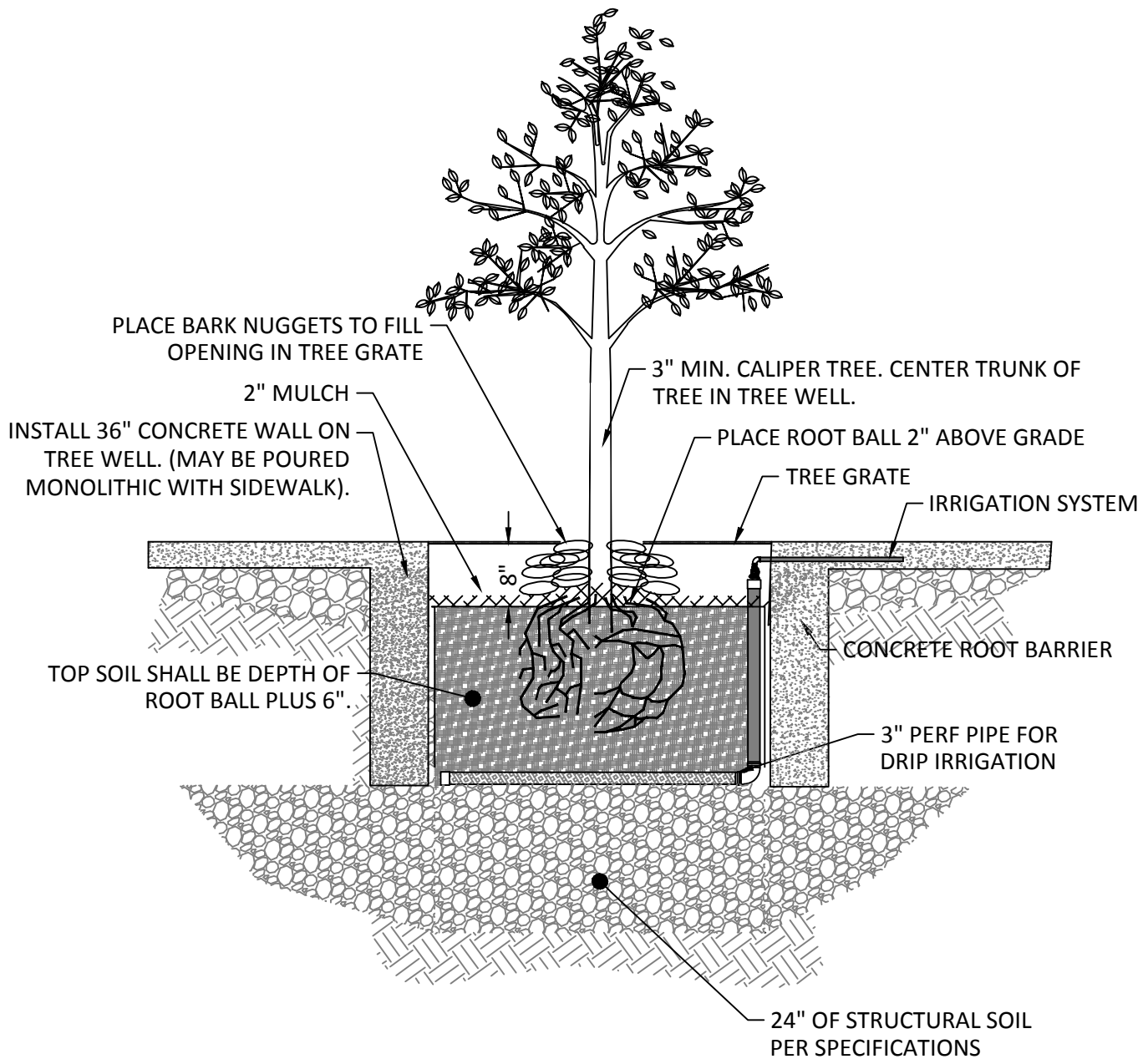
State of OREGON

County of _____

Address _____

Signed or attested before me on _____, 20__ by _____

Notary Public – State of Oregon



PHONE: 503.681.6146 | FAX: 503.681.6245
150 E MAIN ST | 4TH FLOOR | HILLSBORO, OR 97123-4089

DOWNTOWN TREE WELL PLANTING DETAIL

FILE NAME: PW-171 MOD.DWG

VERIFY SCALES
BAR IS ONE INCH ON ORIGINAL
DRAWING
0 1"
IF NOT ONE INCH ON THIS SHEET,
ADJUST SCALES ACCORDINGLY

SHEET NO.
PW-171
MOD
PROJECT NO.
10088

PLOT DATE: 4/19/2013 8:24 AM

DOWNTOWN SIDEWALK REPAIRS PROJECT

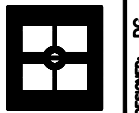
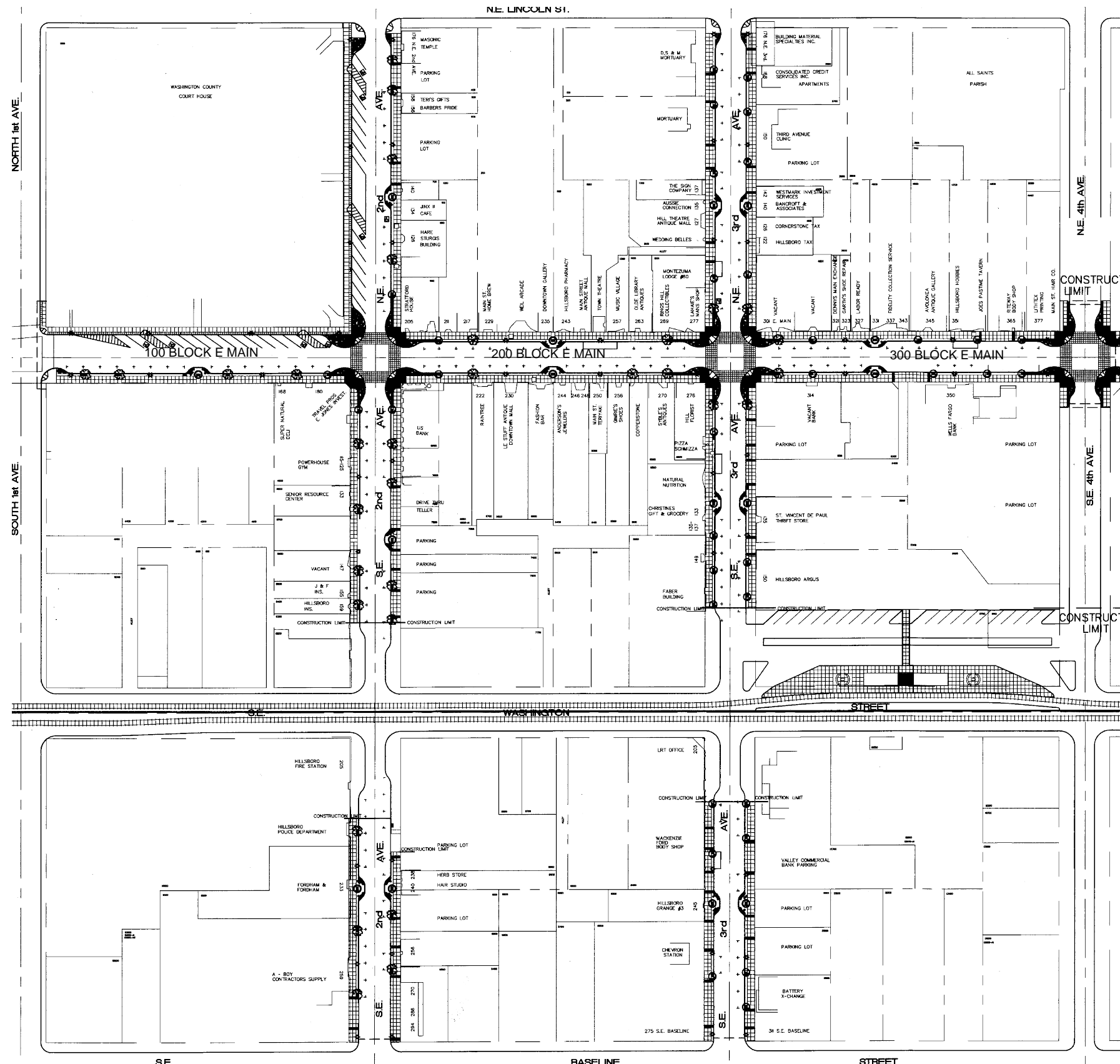
GENERAL NOTES

1. ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO THESE PLANS, THE CITY OF HILLSBORO "SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION", 1987 EDITION, THE CITY OF HILLSBORO WATER DEPARTMENT ENGINEERING AND CONSTRUCTION STANDARDS 2005 EDITION, AND CLEAN WATER SERVICES (CWS) RESOLUTION AND ORDER (R&O) CWS 07-20, DATED JUNE 1, 2007.
2. CONTRACTOR SHALL INSTALL AND MAINTAIN ALL REQUIRED EROSION CONTROL MEASURES IN ACCORDANCE WITH THE CURRENT EDITION OF CWS'S "EROSION PREVENTION AND SEDIMENT CONTROL" TECHNICAL GUIDANCE HANDBOOK. COORDINATE EROSION CONTROL MEASURES WITH THE CITY OF HILLSBORO INSPECTOR.
3. TRAFFIC CONTROL SHALL BE IN COMPLIANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MUTCD) MOST RECENT ADDITION. MAINTAIN A MINIMUM OF ONE TRAFFIC LANE OPEN AT ALL TIMES. ALL TRAFFIC LANES SHALL BE RESTORED AT THE END OF EACH WORK DAY IN ACCORDANCE WITH THE PROJECT GENERAL CONDITIONS. PEDESTRIAN TRAFFIC CONTROL IS REQUIRED AND MUST MEET ADA TO THE EXTENT FEASIBLE.
4. ATTENTION: OREGON LAW REQUIRES YOU TO FOLLOW RULES ADOPTED BY THE OREGON UTILITY NOTIFICATION CENTER. THOSE RULES ARE SET FORTH IN OAR 952-001-0010 THROUGH OAR 952-001-0090. YOU MAY OBTAIN COPIES OF THE RULES BY CALLING THE CENTER. (NOTE: THE TELEPHONE NUMBER FOR THE OREGON UTILITY NOTIFICATION CENTER IS (503) 232-1987).
5. UTILITY LOCATIONS ARE APPROXIMATE ONLY. EXACT LOCATIONS TO BE DETERMINED IN THE FIELD BY CONTRACTOR. ALL UTILITIES NOT SHOWN SHALL BE THE CONTRACTORS RESPONSIBILITY TO LOCATE. PRIOR TO ANY EXCAVATION, THE CONTRACTOR SHALL CALL THE OREGON UTILITY NOTIFICATION CENTER AT (800)332-2344 FOR THE MARKING OF UNDERGROUND LINES.
6. PRE-CONSTRUCTION CONFERENCE REQUIRED. PRIOR TO AUTHORIZATION TO BEGIN CONSTRUCTION A PRE-CONSTRUCTION CONFERENCE MEETING WILL BE HELD. ATTENDANCE IS MANDATORY FOR: PROJECT ENGINEER/DESIGNER, CONTRACTOR, & SELECTED SUB-CONTRACTORS.
7. ALL CONSTRUCTION ACTIVITIES SHALL BE COORDINATED WITH CITY INSPECTOR(S). CONTRACTOR SHALL NOTIFY CITY INSPECTOR(S) 48 HOURS PRIOR TO THE START OF ANY CONSTRUCTION, BY CALLING 503-681-6146. CONSTRUCTION WORK HOURS SHALL BE MONDAY THROUGH FRIDAY BETWEEN 7:00AM AND 5:00PM.
8. DURING CONSTRUCTION THE CONTRACTOR AND/OR SUB-CONTRACTOR(S) SHALL HAVE A MINIMUM OF ONE (1) SET OF APPROVED PLANS AND SPECIFICATIONS ON THE JOB SITE AT ALL TIMES.
9. ALL EXISTING ASPHALT CONCRETE PAVEMENT (AC) AND PORTLAND CEMENT CONCRETE (PCC) SHALL BE SAW CUT, REMOVED AND REPLACED AS REQUIRED.
10. SAW CUT STRAIGHT MATCH LINES TO CREATE A BUTT JOINT BETWEEN EXISTING PAVEMENT AND NEW PAVEMENT.
11. CONTRACTOR SHALL CONFINE WORK TO DEDICATED RIGHTS-OF-WAY, EXISTING EASEMENTS, AND TEMPORARY CONSTRUCTION EASEMENTS.
12. NO STOCKPIILING OF MATERIALS AND/OR STORAGE OF EQUIPMENT IN THE RIGHT-OF-WAY SHALL BE PERMITTED.
13. ALL DAMAGE CAUSED BY CONTRACTOR SHALL BE RESTORED TO AN 'AS GOOD OR BETTER' CONDITION.
14. ALL LANDSCAPING AND/OR SOD SHALL BE REPLACED TO AN 'AS GOOD OR BETTER' CONDITION.
15. UPON COMPLETION, THE CONTRACTOR SHALL LEAVE THE PROJECT AREA FREE OF DEBRIS AND UNUSED MATERIALS.



POTENTIAL UNDERGROUND
FACILITY OWNERS
"ONE CALL"
UTILITY NOTIFICATION CENTER
1-800-332-2344 OR 811

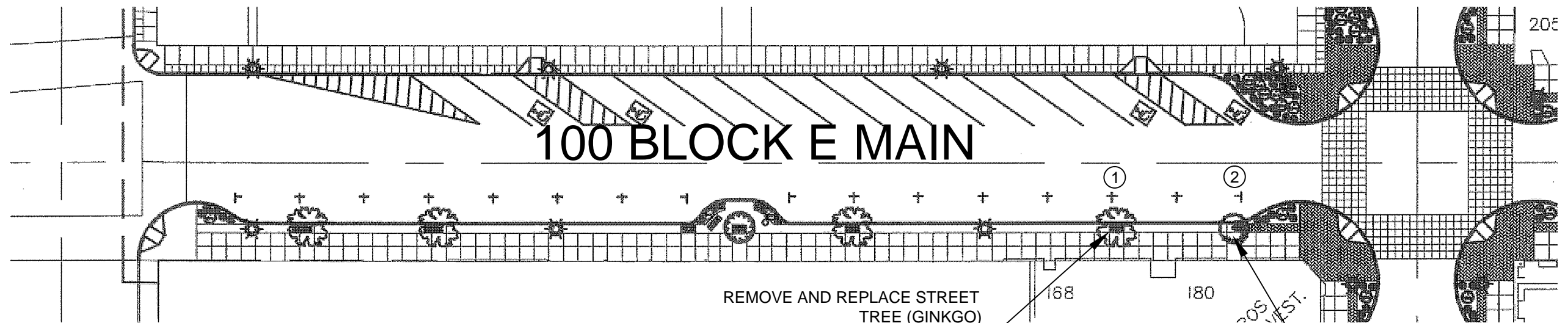
ATTENTION: Oregon law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952-001-0010 through OAR 952-001-0090. You may obtain copies of the rules by calling the center. (Note: the telephone number for the Oregon Utility Notification center is (503)232-1987).



PLAN	PROFILE	N.T.S.	HORIZ. N/A	VERT. N/A	EXPRES:

[illegible]

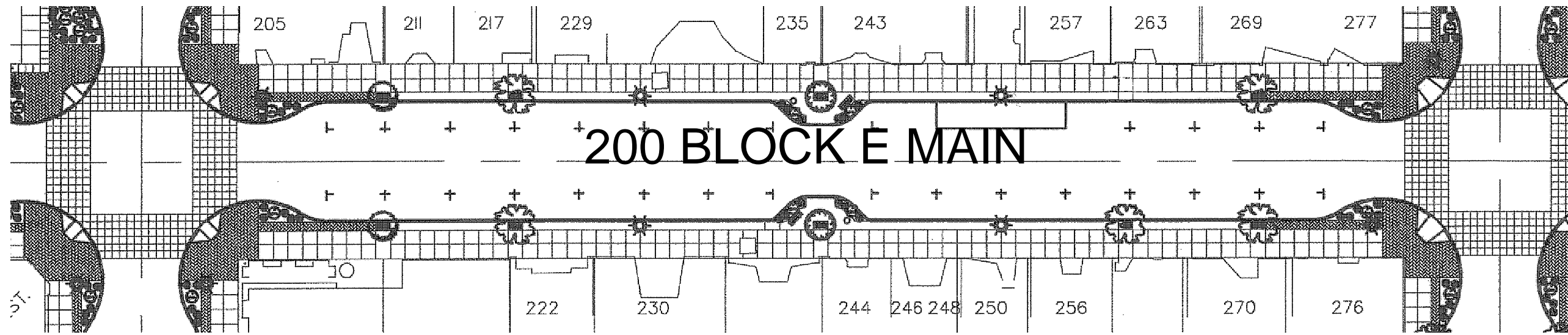
PROJECT ENGINEER	CITY INSPECTOR	CONTRACTOR	PIPE SUPPLIER
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REMOVE AND REPLACE STREET
TREE (GINKGO)
5X5 GRAY (2)
3X5 RED
3x10 RED
SIGN

REMOVE AND REPLACE STREET
TREE (GINKGO)
5X5 GRAY (2)
3X5 RED
3x10 RED

NOTE: PLANS COMPILED FROM THE DOWNTOWN IMPROVEMENTS RECORD DRAWINGS. ACTUAL CONDITIONS MAY VARY

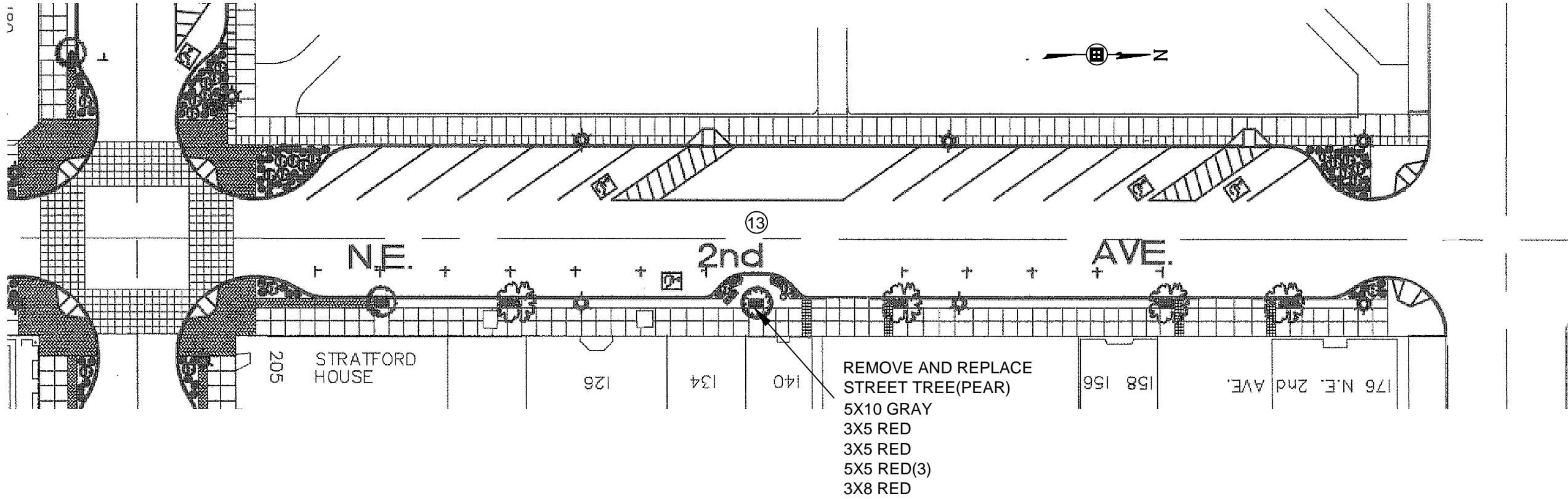


200 BLOCK E MAIN

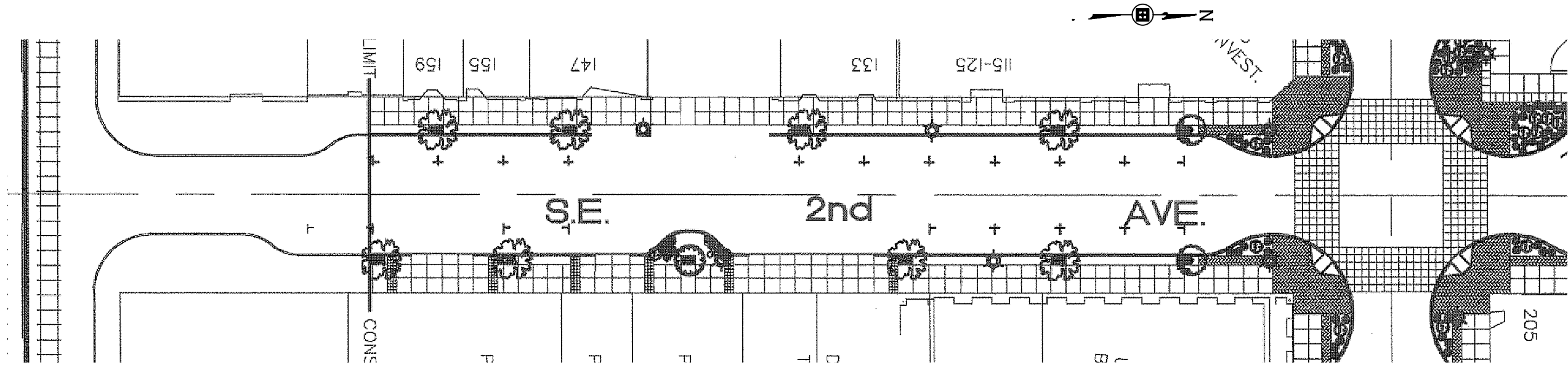
PROJECT NUMBER: CITY INSPECTOR: CONTRACTOR: PPE SUPPLIER:	SCALE: PLAN N.T.S. HORIZ. N/A VERT. N/A	DESIGNED: DG CHECKED: CS EXPRES:	DRAWN: DG CHECKED: MF	ELECTRONIC FILE: PANEL LOCATIONS PH-48012301WS April 19, 2013	SHEET 2 OF 7



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NOTE: PLANS COMPILED FROM THE DOWNTOWN IMPROVEMENTS RECORD DRAWINGS. ACTUAL CONDITIONS MAY VARY



PROJECT ENGINEER

CITY INSPECTOR

CONTRACTOR

PVE SUPPLIER

SCALE

PLAN	N.T.S.	HORIZ.	N/A	VERT.	N/A

DESIGNED: DG **CHECKED:** CS **EXPRES:**

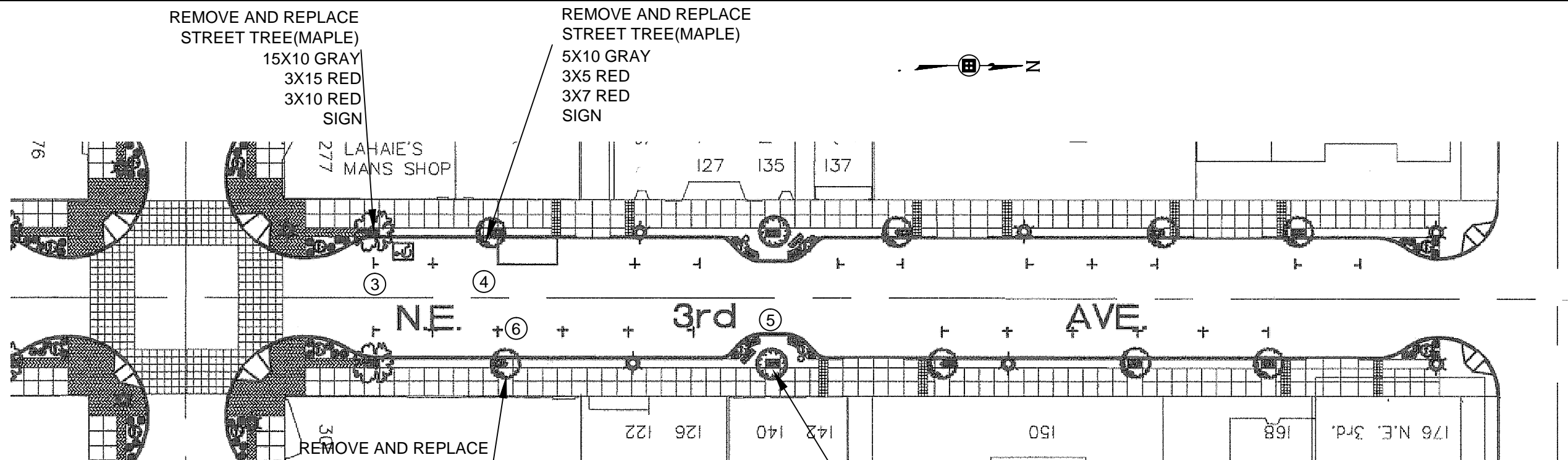
DRAWN: DG **CHECKED:** MF

CITY OF HILLSBORO
 150 EAST MAIN STREET - 4TH FLOOR
 HILLSBORO, OREGON 97123-4089
 PHONE: (503) 681-4146
 FAX: (503) 681-0246

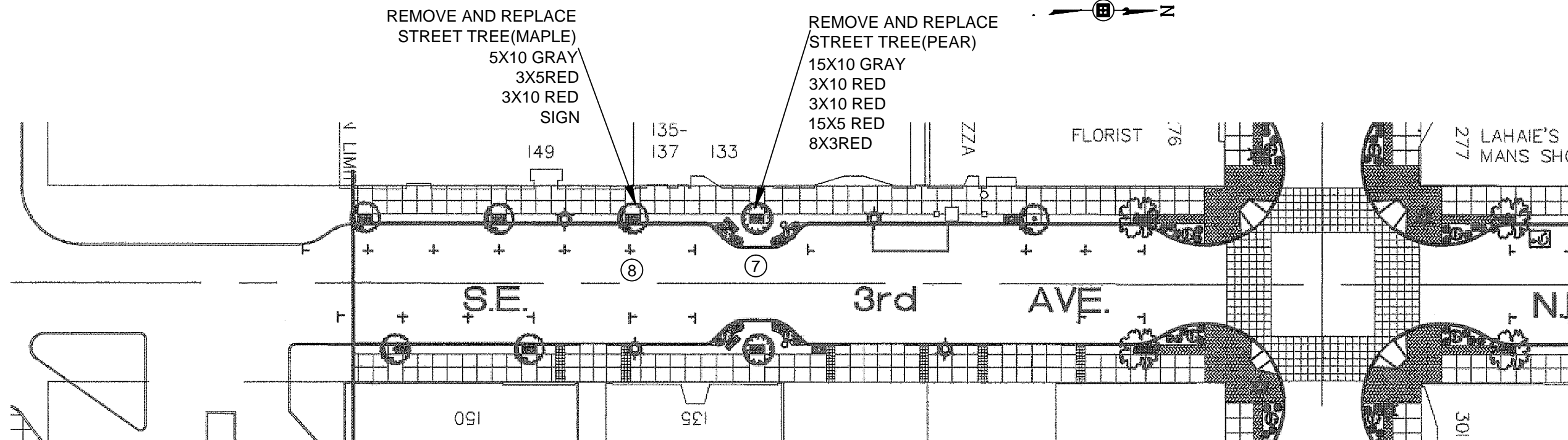
DOWNTOWN SIDEWALK REPAIRS
 100 BLOCK NE 2ND
 100 BLOCK SE 2ND

SHEET 4 of 7

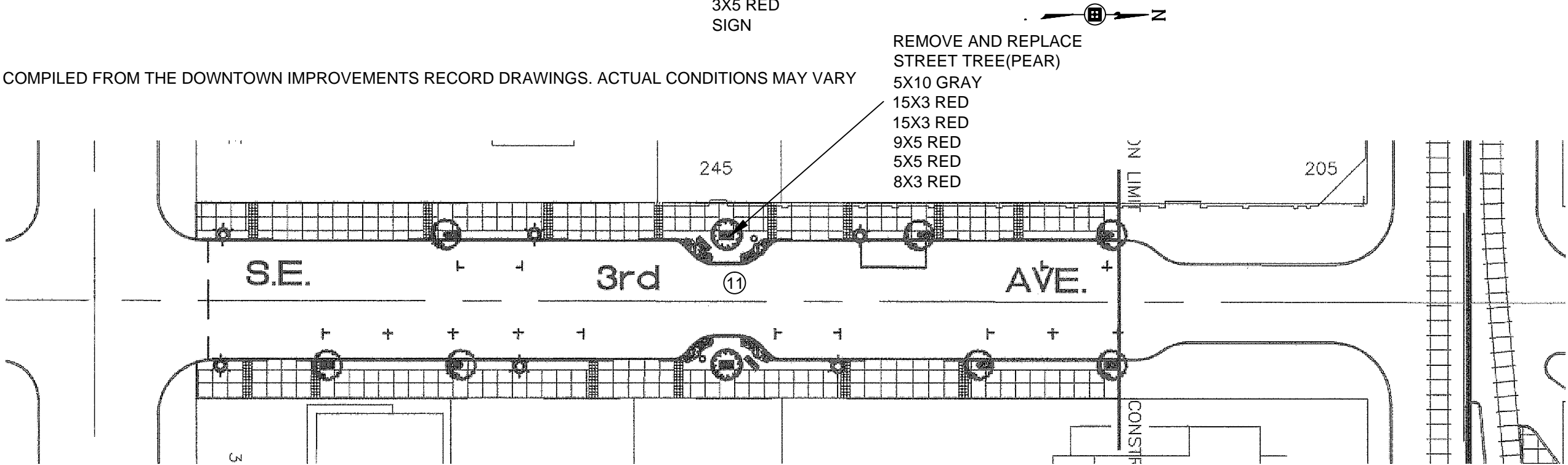
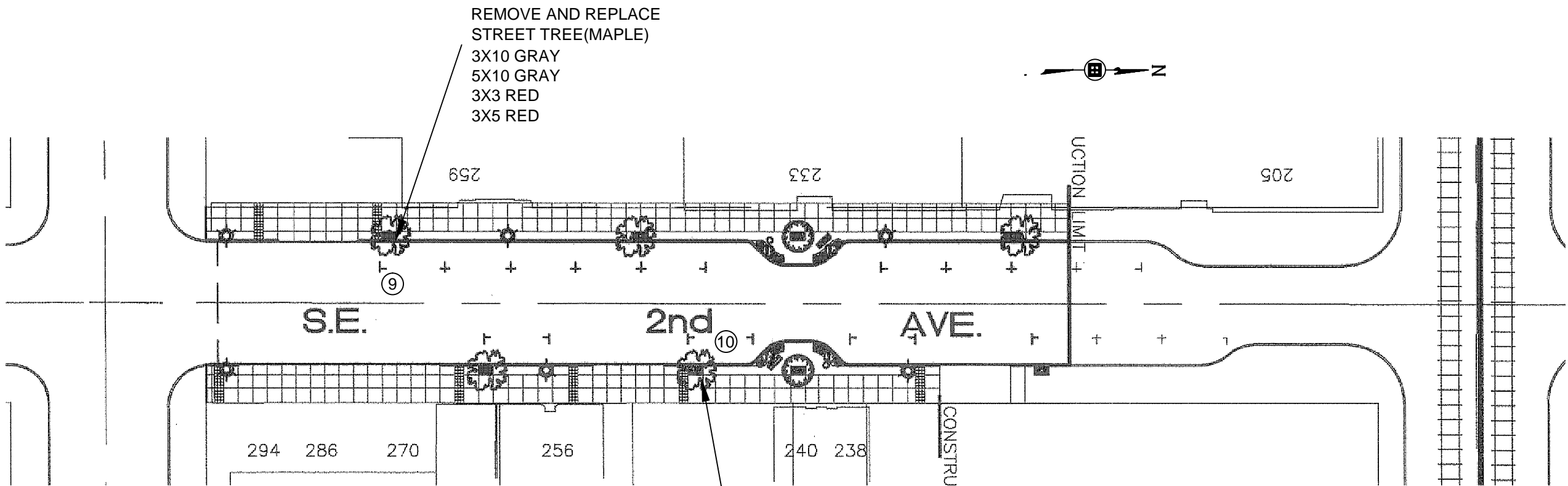
ELECTRONIC FILE PANEL LOCATIONS PH-48012301WS April 19, 2013



NOTE: PLANS COMPILED FROM THE DOWNTOWN IMPROVEMENTS
RECORD DRAWINGS. ACTUAL CONDITIONS MAY VARY



SHEET		5 of 7		ELECTRONIC FILE PANEL LOCATIONS PH-48012301WS April 19, 2013	
DOWNTOWN SIDEWALK REPAIRS		100 BLOCK NE 3RD 100 BLOCK SE 3RD			
CITY OF HILLSBORO 150 EAST MAIN STREET - 4TH FLOOR HILLSBORO, OREGON 97123-4089 PHONE: (503) 681-4146 FAX: (503) 681-0245		DESIGNED: DG CHECKED: CS		DRAWN: DG CHECKED: MF	
SCALE		N.T.S.		EXPRES:	
PLAN		HORIZ.		N/A	
PROFILE		N/A		N/A	
BY		DATE		REVISION	
PROJECT NUMBER		CITY INSPECTOR		CONTRACTOR	
PPE SUPPLIER					



NOTE: PLANS COMPILED FROM THE DOWNTOWN IMPROVEMENTS RECORD DRAWINGS. ACTUAL CONDITIONS MAY VARY

		SHEET <div style="display: flex; align-items: center; justify-content: center;"> <div style="border: 1px solid black; padding: 2px 5px; margin: 0 5px;">6</div> <div style="font-size: 1.2em; margin: 0 5px;">of</div> <div style="border: 1px solid black; padding: 2px 5px; margin: 0 5px;">7</div> </div>		PROJECT DOWNTOWN SIDEWALK REPAIRS 200 BLOCK SE 2ND 200 BLOCK SE 3RD		DATE APRIL 19, 2013	
		CITY OF HILLSBORO 150 EAST MAIN STREET - 4TH FLOOR HILLSBORO, OREGON 97123-4089 PHONE: (503) 681-4146 FAX: (503) 681-0245		DESIGNED: DG CHECKED: MF EXPRES: N/A			
SCALE PLAN N.T.S. PROFILE N/A		DATE BY REVIEW		DATE BY REVIEW			
PROJECT ENGINEER CITY INSPECTOR CONTRACTOR PVE SUPPLIER		DATE BY REVIEW		DATE BY REVIEW			

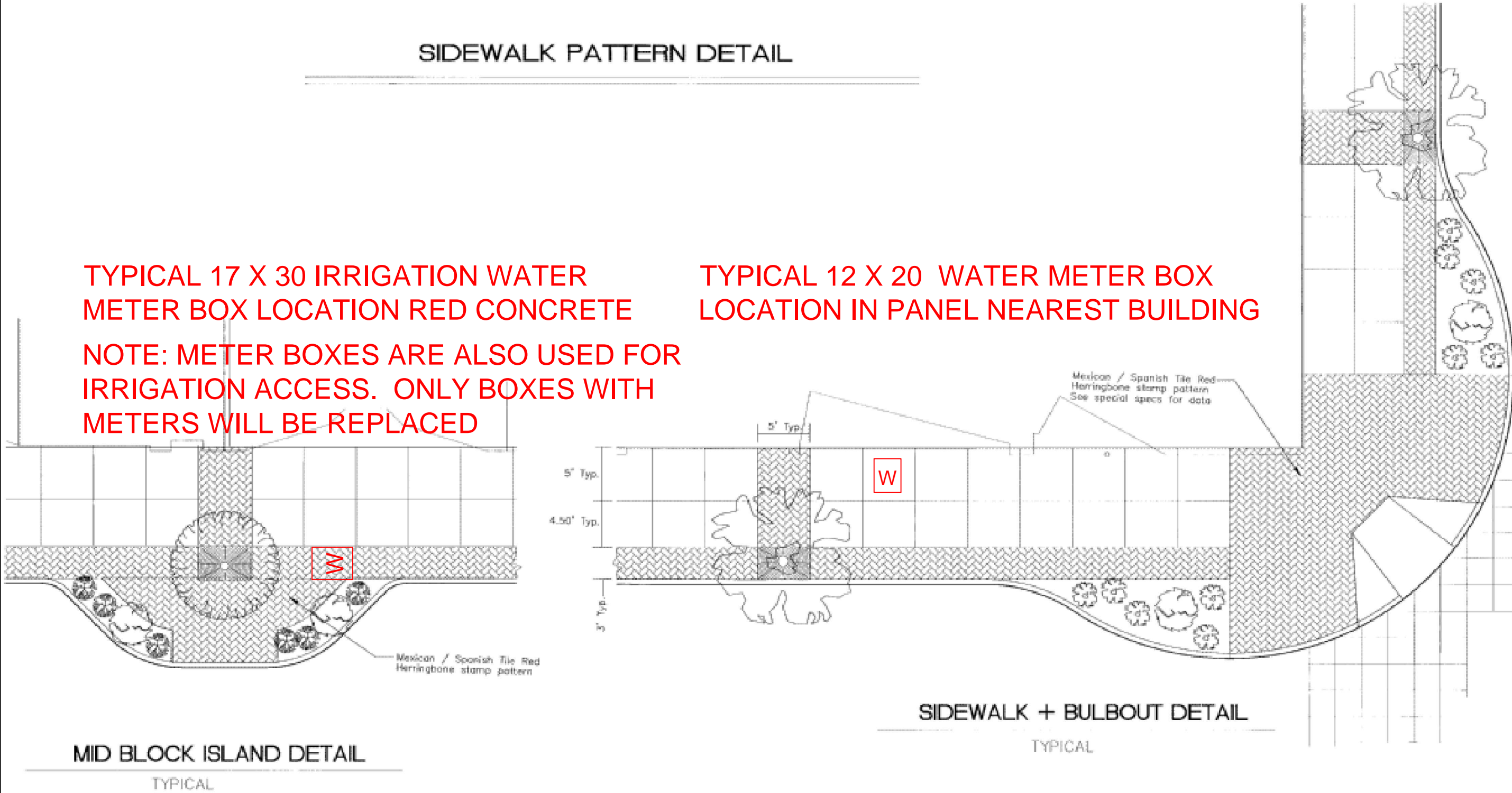
NOTE: DETAILS FROM THE DOWNTOWN IMPROVEMENTS RECORD DRAWINGS. ACTUAL CONDITIONS MAY VARY

SIDEWALK PATTERN DETAIL

TYPICAL 17 X 30 IRRIGATION WATER
METER BOX LOCATION RED CONCRETE

NOTE: METER BOXES ARE ALSO USED FOR
IRRIGATION ACCESS. ONLY BOXES WITH
METERS WILL BE REPLACED

TYPICAL 12 X 20 WATER METER BOX
LOCATION IN PANEL NEAREST BUILDING



SHEET 7 OF 7	
DOWNTOWN SIDEWALK REPAIRS DETAILS	
ELECTRONIC FILE: PANEL LOCATIONS PHASED.DWG April 19, 2013	
CITY OF HILLSBORO 150 EAST MAIN STREET - 4TH FLOOR HILLSBORO, OREGON 97123-4089 PHONE: (503) 681-6146 FAX: (503) 681-6245	
DESIGNED: DG	CHECKED: CS
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EXPRES:	
SCALE	N.T.S.
PLAN	HORIZ
PROFILE	VERT.
DATE	BY
NO.	REVISED
PROJECT NUMBER	
CITY INSPECTOR	
CONTRACTOR	
PWS SUPPLIER	